AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING
October 15, 2024
7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland
Zone 2 - Commissioner Travis Sargent
Zone 3 - Commissioner Susan Persis
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. RECOGNITION OF OUTGOING MAYOR

5. PRESENTATIONS AND PROCLAMATIONS

A. Hunter Wendelstedt
B. Native Plant Month
C. Red Ribbon Week
D. Florida City Government Week

6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

7. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - October 2, 2024

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. 2024-177:** A RESOLUTION APPOINTING A MEMBER

TO THE GOODWILL AMBASSADOR PROGRAM; 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. 2024-178:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF $10,101.00 TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-179:** A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT ONE TO THAT CERTAIN GRANT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE, REGARDING FUNDING FOR DESIGN WORK AND PRE-DEVELOPMENT ACTIVITIES FOR A DOWNTOWN COMMUNITY CENTER; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-180:** A RESOLUTION APPROVING VALIANT MODULAR, L.L.C. AS A QUALIFIED TARGET INDUSTRY BUSINESS; PROVIDING FOR GROWTH ASSISTANCE FUNDING IN THE NATURE OF CAPITAL EXPENDITURE REIMBURSEMENT; AUTHORIZING AN AGREEMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-181:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF THE DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND CERES ENVIRONMENTAL SERVICES, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

F. **RESOLUTION NO. 2024-182:** A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH TWO PROFESSIONAL FIRMS FOR GRANT COMPLIANCE SERVICES FOR FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM/FLOOD MITIGATION ASSISTANCE PROJECTS, UNDER RFP 2024-32; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-183:** A RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR THE CITY'S PORTION OF THE UTILITY RELOCATION PROJECT ALONG WILLIAMSON BLVD. UNDER A JOINT PROJECT AGREEMENT WITH COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2024-184:** A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR THE PURCHASE OF CONCRETE FROM JOE'S THREE YARD CONCRETE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

I. **RESOLUTION NO. 2024-185:** A RESOLUTION AUTHORIZING AND DIRECTING ALL FINANCIAL INSTITUTIONS WHICH HOLD FUNDS OF THE CITY OF ORMOND BEACH TO DELETE THE NAME OF BILL PARTINGTON AS MAYOR FROM THEIR RECORDS AND TO ADD THERETO THE NAMES OF JOYCE SHANAHAN AS CITY MANAGER, AND KELLY MCGUIRE AS FINANCE DIRECTOR, TO SERVE AS THE DESIGNATED REPRESENTATIVES AND AUTHORIZED SIGNERS ON BEHALF OF THE CITY FOR ALL BANKING ACCOUNTS; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RESOLUTION NO. 2024-186:** 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: *Samantha Potts, HR Manager (386) 676-3228*

K. **RESOLUTION NO. 2024-187:** A RESOLUTION AUTHORIZING FUNDING OF EMPLOYEE HEALTH SAVINGS ACCOUNTS FOR THE 2025 PLAN YEAR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

L. **RESOLUTION NO. 2024-188:** 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: *Samantha Potts, HR Manager (386) 676-3228*

M. **RESOLUTION NO. 2024-189:** 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: *Samantha Potts, HR Manager (386) 676-3228*

N. **RESOLUTION NO. 2024-190:** 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: *Samantha Potts, HR Manager (386) 676-3228*

O. **RESOLUTION NO. 2024-191:** 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: *Samantha Potts, HR Manager (386) 676-3228*

P. **RESOLUTION NO. 2024-192:** 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: *Samantha Potts, HR Manager (386) 676-3228*

Q. **RESOLUTION NO. 2024-193:** 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: *Samantha Potts, HR Manager (386) 676-3228*

R. **RESOLUTION NO. 2024-194:** A RESOLUTION APPROVING AND ADOPTING THE CITY'S HUMAN RESOURCES POLICY UPDATE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

S. **Intent to Bid - Internet Services**

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

Disposition: Approve as recommended in the City Manager staff report dated October 15, 2024.

T. **City Manager's Monthly Report, October 2024**

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

Disposition: Accept as information as recommended in the City Manager staff report dated October 15, 2024.

9. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-30:** AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISES SIGNS, SUBSECTION G, ELECTRONIC CHANGEABLE COPY SIGNS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY EXPANDING THE ALLOWANCE OF ELECTRONIC CHANGEABLE COPY SIGNS, AND ESTABLISHING CONDITIONS OF OPERATIONS AND PERMITTING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2024-31:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (W), OUTDOOR ACTIVITIES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE CONDITIONS AND PERMITTING REQUIREMENTS FOR OUTDOOR ACTIVITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-195:** A RESOLUTION DECLARING THE INTENTION OF THE ORMOND BEACH CITY COMMISSION TO CONSIDER VACATING A PORTION OF CORBIN AVENUE, A PLATTED PUBLIC RIGHT-OF-WAY WITHIN THE PROPERTY LOCATED AT 1 SOUTH BEACH STREET (VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBER: 4215-14-03-0010), KNOWN AS “CASSEN PARK”; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-196:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING CASSEN PARK, LOCATED AT 1 SOUTH BEACH STREET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2024-32:** AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); FINANCING DEBT SERVICE FUND (205); CAPITAL

IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); LEISURE SERVICES CAPITAL FUND (322); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WEST ORMOND REUSE IMPACT FEE FUND (433); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BONDS; AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2024-33:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-74, FINANCES AND FUND MANAGEMENT; ESTABLISHMENT AND OPERATION OF FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

C. **ORDINANCE NO. 2024-34:** AN ORDINANCE RECOGNIZING A DECLARATION OF EMERGENCY ISSUED BY THE GOVERNOR OF THE STATE OF FLORIDA, EFFECTIVE THROUGHOUT THE STATE INCLUDING VOLUSIA COUNTY AND THE MUNICIPALITIES SITUATED THEREIN; RECOGNIZING A DECLARATION OF LOCAL EMERGENCY ISSUED BY VOLUSIA COUNTY, EFFECTIVE THROUGHOUT THE COUNTY INCLUDING THE MUNICIPALITIES THEREIN; RATIFYING AND AFFIRMING A DECLARATION OF EMERGENCY ISSUED BY THE MAYOR OF THE CITY OF ORMOND BEACH, EFFECTIVE THROUGHOUT THE CITY; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO FACILITATE THE PROVISION OF EXPEDITIOUS MANAGEMENT OF BUILDING PERMIT APPLICATIONS; AUTHORIZING THE ISSUANCE OF ON-SITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE MILTON; PROVIDING FOR THE WAIVER OF PERMIT FEES ASSOCIATED THEREWITH; PROHIBITING UNLICENSED OR UNAUTHORIZED CONTRACTORS FROM ENGAGING IN UNLICENSED OR UNAUTHORIZED ACTIVITIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE. **(FIRST AND ONLY READING)**

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

11. DISCUSSION AND DIRECTION ITEMS

A. City Attorney Evaluation

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

B. City Manager Evaluation

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

12. REPORTS, SUGGESTIONS, REQUESTS

13. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

October 2, 2024	**7:00 p.m.**	**Commission Chambers**

Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis, and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Shawn Finley, Assistant City Manager Claire Whitley, 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. Judge Terence R. Perkins

B. Domestic Violence Awareness Month

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - September 18, 2024

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. 2024-162:** A RESOLUTION ACCEPTING A BID FROM ALL STATE CIVIL CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE A1A UTILITY RELOCATION PROJECT, UNDER BID NO. 2024-38; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-163:** A RESOLUTION ACCEPTING A BID FROM ENVIROWASTE SERVICES GROUP, INC. FOR LIME SLUDGE HAULING AND DISPOSAL SERVICES, UNDER BID NO. 2025-04; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-164:** A RESOLUTION ACCEPTING A PROPOSAL FROM MCKIM & CREED, INC. TO PROVIDE DESIGN SERVICES REGARDING THE HALIFAX RIVER UTILITY CROSSING 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. 2024-165:** A RESOLUTION ACCEPTING A PROPOSAL FROM KIMLEYHORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES REGARDING THE WATER RECLAMATION FACILITY FILTER

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*

E. **RESOLUTION NO. 2024-166**: 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. 2024-167**: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF ROTORK PRODUCTS AND REPAIR SERVICES FROM FLUID CONTROL SPECIALTIES, INC. ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-168**: 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.

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

H. **RESOLUTION NO. 2024-169**: 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*

I. **RESOLUTION NO. 2024-170**: 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*

J. **RESOLUTION NO. 2024-171**: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF SESSION INITIATION TRUNKING SERVICES FROM VOLLI COMMUNICATIONS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

K. **RESOLUTION NO. 2024-172**: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF THE DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND CROWDERGULF JOINT VENTURE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

L. **RESOLUTION NO. 2024-173**: A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF MARK ALEX WILLIAMS AND MONIQUE WILLIAMS RELEASING A PORTION OF A FIFTEEN-FOOT (15.0') DRAINAGE AND UTILITY

EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 155, TOMOKA OAKS, UNIT 7B (19 NOTTINGHAM DRIVE); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

M. **RESOLUTION NO. 2024-174:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF TWO PUBLIC ACCESS, MAINTENANCE AND UTILITY EASEMENTS FROM RIDGEHAVEN HOMEOWNERS ASSOCIATION, INC., FOR PROPERTY LOCATED WITHIN THE RIDGEHAVEN SUBDIVISION; AND SETTING FORTH AN EFFECTIVE DATE.

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

N. **RESOLUTION NO. 2024-175:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM PLANTATION OAKS OF ORMOND BEACH II, LLC, FOR PROPERTY LOCATED WITHIN THE PLANTATION OAKS OF ORMOND BEACH DEVELOPMENT PHASE 2D, PART OF THE "NATIONAL GARDENS TRUST" DEVELOPMENT OF REGIONAL IMPACT AND PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

O. **Intent to Bid - Water/Wastewater Directional Drilling 2024-2025**

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

Disposition: Approve as recommended in the City Manager staff report dated October 2, 2024.

P. **Request for Proposals - Temporary Information Technology Staffing**

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

Disposition: Approve as recommended in the City Manager staff report dated October 2, 2024.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-26:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, SUBSECTION (37), HOUSES OF WORSHIP, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE CONDITIONS FOR HOUSES OF WORSHIP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. **ORDINANCE NO. 2024-27:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD LAKES" SUBDIVISION, SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

C. **ORDINANCE NO. 2024-28:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD PARK" SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

D. **ORDINANCE NO. 2024-29:** AN ORDINANCE CHANGING THE NAME OF "HALIFAX STREET" TO "CLIFFHAVEN COURT", AND "MATANZAS STREET" TO "RIDGEHAVEN AVENUE", SAID STREETS BEING LOCATED IN THE RIDGEHAVEN SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

E. **RESOLUTION NO. 2024-176:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND ISSUANCE OF A PUBLIC ART ORDER APPROVING AN ORIGINAL PUBLIC ART PROJECT TITLED "GREETINGS FROM ORMOND BEACH" ON THE WEST FACING WALL OF THE BUILDING LOCATED AT 200 EAST GRANADA BOULEVARD, IN ACCORDANCE WITH CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT FOR THE PUBLIC ART BETWEEN THE CITY AND MDSS, INC; ACCEPTING THE DONATION OF PUBLIC ART FROM MDSS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:01 p.m.

Item #2 – Invocation

Reverend Larry Temple, Life Community Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Judge Terence R. Perkins

Mayor Partington presented a proclamation and Key to the City to Judge Terence R. Perkins, honoring his work as the Seventh Judicial Circuit Judge and congratulating him on his retirement.

Item #4B – Domestic Violence Awareness Month

Mayor Partington proclaimed October 2024 as Domestic Violence Awareness Month and presented a proclamation to Ms. Courtney Fraine, Ormond Beach Police Department Victim Advocate, and Ms. Daisy Gonzalez and Ms. Emma Sanders from the Domestic Abuse Council of Volusia County. He urged all people to take supportive efforts to prevent and end domestic violence.

Ms. Sanders invited the Commission and citizens to upcoming events and thanked everyone for recognizing the importance of the month.

Fire Prevention Week

Mayor Partington presented a proclamation to the Ormond Beach Fire Department proclaiming October 6 through 12, 2024 as Fire Prevention Week and urged all citizens to take fire preventative measures within their homes.

Item #5 – Audience Remarks

Ms. Jennifer Bright, 221 Arlington Way, expressed concerns regarding Items 7K, 7O and 7P, noting the rates for item 7K should align with the referenced 2021 contract. She explained references within items 7O and 7P on the city's website were to documents over a year old, and requested the city address the concerns to improve transparency in expenditures.

Ms. Connie Colby, 108 Roble Lane, thanked Finance Director Kelly McGuire for her help at a recent event. She urged the city to explore repayment options for airport landing fees, suggesting a 3% fee with discounts for schools and fuel purchase exemptions, and advocated for public involvement in the discussions.

Ms. Cindy Costa, 6 Walden Lane, raised concerns about abandoned homes on behalf of friends unable to attend the meeting. She identified three problematic properties and questioned why the issues were not addressed by Code Enforcement. She requested Assistant City Manager Shawn Finley follow up with Volusia County regarding ongoing issues on North Beach Street; whereby, Mr. Finley responded the city was in contact with the county and urged the public to advocate for a quicker resolution.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes from the September 18, 2024, meeting had been sent to the Commission for review and 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 Briley, seconded by Commissioner Persis, for approval of the September 18, 2024, City Commission meetings minutes.

The motion passed by voice vote.

Item #7 – 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 Persis moved, seconded by Commissioner Sargent, for approval of the consent agenda.

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

Comments on the Consent Agenda

Commissioner Sargent expressed support for Item 7P regarding the Request for Proposal for the Temporary Information Technology Staffing, noting its alignment with Mrs. Bright's emphasis on the importance of transparency and updated technology.

Commissioner Persis expressed excitement for Item 7C regarding the Work Authorization for the Halifax River Utility Crossing Design Services. She emphasized the initiative was beneficial for the city and the environment.

Commissioner Tolland raised concerns about voting on several items for sole source providers instead of bidding, particularly for higher ticket items. She acknowledged many of the services were specialized, making sole source procurement a reasonable approach.

Mayor Partington expressed support of Item 7K regarding the CrowderGulf Debris Removal Contract Renewal. He noted the item ensured efficient debris clearance and thanked staff for their work on the item; whereby, Commissioner Persis thanked staff for their help with debris removal after the recent storm.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – Land Development Code Amendment, Houses of Worship Conditions

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-26

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, SUBSECTION (37), HOUSES OF WORSHIP, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE CONDITIONS FOR HOUSES OF WORSHIP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Ordinance No. 2024-26, 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 #8B – Bradford Lakes, Final Plat

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-27

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “BRADFORD LAKES” SUBDIVISION, SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2024-27, on second reading, as read by title only.

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

Item #8C – Bradford Park, Final Plat

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-28

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “BRADFORD PARK” SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-28, as read by title only.

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

Item #8D – RidgeHaven Subdivision, Street Name Changes

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-29

AN ORDINANCE CHANGING THE NAME OF “HALIFAX STREET” TO “CLIFFHAVEN COURT”, AND “MATANZAS STREET” TO “RIDGEHAVEN AVENUE”, SAID STREETS BEING LOCATED IN THE RIDGEHAVEN SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2024-29, as read by title only.

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

Item #8E – Public Art, 200 East Granada Boulevard, Greetings from Ormond Beach

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND ISSUANCE OF A PUBLIC ART ORDER APPROVING AN ORIGINAL PUBLIC ART PROJECT TITLED “GREETINGS FROM ORMOND BEACH” ON THE WEST FACING WALL OF THE BUILDING LOCATED AT 200 EAST GRANADA BOULEVARD, IN ACCORDANCE WITH CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT FOR THE PUBLIC ART BETWEEN THE CITY AND MDSS, INC; ACCEPTING THE DONATION OF PUBLIC ART FROM MDSS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, presented a request for a mural on the western wall of SwillerBees Craft Donuts and Coffee Shop at 200 East Granada. He noted the Ormond Beach Art District Board reviewed the proposal and unanimously recommended approval with suggested changes. Mr. Spraker indicated both the applicant and artist agreed to the changes, noting staff’s support of the item.

Commissioner Briley, Commissioner Persis, Commissioner Tolland, and Commissioner Sargent expressed support of the mural, noting their excitement to see the art displayed.

Mr. Dwight Selby thanked City Attorney Randy Hayes for his assistance with the item. He expressed support of the art and shared hopes for the impact on the community. He introduced artist Mr. Sean Johnson, who received approval from the Ormond Beach Art District Board and would begin work soon.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2024-176, as read by title only.

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

Mayor Partington closed the Public Hearings.

Item #9 – Reports, Suggestions, Requests

Events, Updates, Congratulations, and Requests
Ms. Joyce Shanahan, City Manager, reviewed upcoming meetings and updates on the Performing Arts Center renovations. She announced Commissioner-elect Kristin Deaton was organizing hurricane relief donations for the affected families in North and South Carolina at the Ormond Beach MainStreet office.

Commissioner Persis thanked Commissioner-elect Deaton for organizing the hurricane relief donations. She expressed concerns from Mr. Tom Fitzgibbon regarding traffic calming measures; whereby, Mr. Finley responded staff was reviewing a consultant's traffic calming plan.

Commissioner Briley discussed events he attended and upcoming meetings.

Commissioner Sargent commended the condition of the Nova baseball fields, crediting the dedicated funding for Leisure Services. He discussed Ms. Bright's comments regarding the reports on the website, clarifying they were not over a year old but a few months old. He requested staff to monitor the Avalon Park traffic plan, and consider reviewing the Yellowstone Landscaping contract, which was nearing $2,000,000, to ensure the best value for taxpayers. He mentioned a new law went into effect October 1, 2024, in Florida prohibiting sleeping in public spaces, including sidewalks and parks. He reviewed upcoming events he planned to attend.

Commissioner Tolland discussed events she attended and upcoming events. She praised the condition of the baseball fields and tennis courts at the Nova Community Center, commending Leisure Services for their efforts. She congratulated the police department on their promotions and swearing-in of new officers.

Mayor Partington discussed events he attended and provided notes from the events.

The entire City Commission expressed support of National Night Out, noting its success, great turnout, and community involvement.

Tennis Center
Commissioner Tolland requested improvements for the tennis courts on Granada Boulevard, suggesting assistance from city staff for community members in applying for grants to enhance the facilities. She stated she believed it was the city's responsibility to maintain the facility but the grant may need to be applied for as a private citizen. Commissioner Persis requested guidance from staff; whereby, Commissioner Tolland stated Ms. Barbara Kelly would help the Tennis Center apply for the grant.

Commissioner Sargent expressed his belief that staff would need to apply for the grant, as the Tennis Center was not a non-profit.

Ms. Shanahan stated staff would reach out to the Tennis Center and Ms. Kelly to provide guidance.

Item #10 – Adjournment

The meeting was adjourned at 8:05 p.m.

APPROVED: October 15, 2024

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-177
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Goodwill Ambassador Appointment		
Summary:	The Mayor wishes to appoint Harry "Hunter" Wendelstedt to the City's Goodwill Ambassador Program.		
Financial Impact:	None		
Citizen Impact:	The ambassadors provide goodwill or symbolic representation on behalf of the City and Mayor at various meetings, events and functions.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommend approval of the appointment of Hunter Wendelstedt to the Goodwill Ambassador program.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 24-177 Goodwill Ambassador Program		
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	9/10/2024 9/29/2024 10/11/2024	

RESOLUTION NO. 2024-177

A RESOLUTION APPOINTING A MEMBER TO THE GOODWILL AMBASSADOR PROGRAM; 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. Harry "Hunter" Wendelstedt is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION TWO. The above named appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve in accordance with Article VI, Chapter 2*, Code of Ordinances***,** including section 2-227 thereof.

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

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-178
Strategic Goal:	Public Safety - Other		
Department:	Finance - Grants		
Subject:	US Dept. of Justice - FY24 Edward Byrne Justice Assistance Grant (JAG) Application Submittal		
Summary:	This is a request for the City Commission to approve the submittal of an on-line grant application to the U.S. Department of Justice under the Edward Byrne Justice Assistance Grant Program 2024 for $10,101 in formula grant funding for law enforcement equipment. The Grant Program is providing direct formula grant funding to assist local and tribal efforts to prevent or reduce crime and violence. The City's direct award has been determined to be $10,101. The award is based on Part 1 crime statistics and requires that units of local government must have submitted to the FBI at least 3 years of Uniform Crime Report (UCR) data during the most recent 10-year period for which UCR data are available. The funds must be used in one of the following 9 federal purpose areas: • Law enforcement programs • Prosecution and court programs • Prevention and education programs • Corrections and community corrections programs • Drug treatment and enforcement programs • Planning, evaluation, and technology improvement programs • Crime victim and witness programs (other than compensation) • Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams • Implementation of state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, mental health courts, drug courts, veterans courts, and extreme risk protection order programs.		

	The deadline for the first step of the on-line submission in Grants.gov is 8:59 PM October 16 with a final on-line application deadline of 8:59 p.m. in the JustGrants platform. The Police Department wishes to apply under the law enforcement programs purpose area and would like to lease 3 license plate readers with remote video surveillance systems capable of automatically detecting vehicles and persons traveling on the City's roadways who are committing criminal conduct within the area, and instantly dispatching pertinent information to Police Department personnel. These systems are designed to substantially increase the likelihood of apprehending criminal offenders in a more expeditious process than using human personnel alone. These systems decrease the likelihood of criminals re-offending by shortening the time it would take to apprehend them. These are web-based systems that work in concert with those already installed by surrounding law enforcement agencies and share a vast network of investigative resources to all involved with the common goal of rapid crime detection, prevention, and apprehension. Funding is requested to lease 3 license plate readers and remote surveillance systems that will be deployed and operated around the clock. The cost includes installation, maintenance, training and access to multi-agency networks. It is a safe and cost-effective way to provide safety to the community. These systems are capable of running on solar power which provides efficient conservation of energy and eliminates the costs of conventional electric utility installation and service.
Financial Impact:	The estimated cost to lease the requested equipment is $10,950 for the first year. After year one, the annual lease amount would be $9,000. The total grant award is $10,101, leaving $849 to be derived from the General Fund Police Department budget. Once the grant is approved, new quotes will be solicited prior to procurement.
Citizen Impact:	The citizens and visitors of Ormond Beach will be provided a more advanced layer of security and protection of their personal safety and property with advanced technology to help quickly detect, prevent, and solve criminal activity within our community.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends authorization of the on-line grant submittal to the U.S. Department of Justice in the amount of $10,101 and authorization to accept if awarded.
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315
Attachments:	1. 24-178 Edward Byrne Justice Assistance Grant Program FY 24 (P24-0203G)

	2. BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation 3. FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Allocations – Florida 4. DRAFT JAG 2024 Application 5. Quote_JAG Grant 9.13.24
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

RESOLUTION NO. 2024-178

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF $10,101.00 TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the United States Department of Justice, Office of Justice Programs, provides financial assistance to local governments under the Edward Byrne Memorial Justice Assistance Grant ("JAG") program as a means to enhance crime prevention efforts, and

WHEREAS, the City Commission desires to authorize the submission of an on-line application for financial assistance in the amount of $10,101.00 available under the JAG program to lease three (3) license plate readers with remote surveillance systems for the Ormond Beach Police Department (a copy of said application is attached hereto and incorporated herein by reference), and

WHEREAS, the total cost to lease the requested equipment is estimated to be an annual cost of $10,950.00, requiring an expenditure of $849.00 which the City Manager has certified is available from the General Fund (001) Police Budget (a copy of the quote is attached hereto and incorporated herein by reference), and

WHEREAS, the City Commission desires to accept said grant once it is awarded, now therefore,

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

SECTION ONE. The City Manager or her designee is hereby authorized and directed to submit an on-line grant application in the amount of $10,101.00 to the U.S. Department of Justice, Office of Justice Programs, under the Edward Byrne Memorial Justice Assistance Grant program.

SECTION TWO. The City Commission hereby authorizes the acceptance of said grant funds once awarded; and further authorizes the Mayor and City Manager to execute any and all documents incidental thereto including any contract that is necessary for the City to accept the grant award.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

OMB No. 1121-0329
Approval Expires 2/28/2027

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Solicitation Title: BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation
Assistance Listing Number 16.738
Grants.gov Opportunity Number: O-BJA-2024-172239
Solicitation Release Date: September 4, 2024
Step 1: Application Grants.gov Deadline: 8:59 p.m. Eastern Time on October 16, 2024
Step 2: Application JustGrants Deadline: 8:59 p.m. Eastern Time on October 22, 2024

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Synopsis

Program Description Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the JAG Fact Sheet and/or JAG Frequently Asked Questions (FAQs).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Funding Category

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1—Applicants with eligible allocation amounts of less than $25,000	587	$9,041,009	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2—Applicants with eligible allocation amounts of $25,000 or more	553	$75,880,039	10/1/2023	48

Eligibility

- Special district governments
- City or township governments
- County governments
- Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

The eligible allocations by state for the fiscal year (FY) 2024 JAG Program can be found at: https://bja.ojp.gov/program/jag/overview.

Eligible allocations under the JAG Program are posted annually on the JAG web page. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section for more information. **Applicants with eligible allocation amounts of less than $25,000 will apply to Category 1, and applicants with eligible allocation amounts of $25,000 or more will apply to Category 2.**

Agency Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center by phone at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or email grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. ET Monday–Friday and from 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see the "How To Apply" section, Experiencing Unforeseen Technical Issues.

For assistance with submitting the Application for Federal Assistance standard form (SF-424) and a Disclosure of Lobbying Activities (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, Grants.gov Customer Support, or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Application Submission Information

Registration

Before submitting an application, an applicant must have a registration in the System for Award Management (SAM.gov).

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See the Submission Dates and Time section for the Grants.gov and JustGrants application deadlines.

Step 1: The applicant must register for this opportunity in Grants.gov at https://grants.gov/register and submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF-424) and a Disclosure of Lobbying Activities (SF-LLL)**.** See the Submission Dates and Time section for application deadlines.

Step 2: The applicant must submit the **full application,** including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants application deadline. See the Submission Dates and Time section for application deadlines.

Program Description

Program Description Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation. This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the JAG Fact Sheet and/or JAG Frequently Asked Questions (FAQs).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Statutory Authority

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the JAG Technical Report. Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which generally consists of the following:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine whether the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is

$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is less than $10,000, the funds are not made available for a direct award to that particular unit of local government but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the JAG web page.

According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation that includes all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction's authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the JAG web page, click on their respective state, and note the following regarding the state's allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the JAG FAQs for more information. A sample MOU is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2024 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.

7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the JAG statute, at 34 U.S.C. § 10152, defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments, and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local criminal justice agencies and community-based public safety partners. Key areas of priority for BJA include: Prevention and Prosecution of Hate Crimes, Election Security, Enhancing Justice System Reform Strategies, Advancing Equity and Support for Underserved Communities, and Violent Crime Reduction.

BJA encourages recipients of FY 2024 JAG funds to coordinate with federal criminal justice agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below.

Prevention and Prosecution of Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, whom they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language and concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the U.S. Bureau of Justice Statistics' National Crime Victimization Survey (NCVS) and the Federal Bureau of Investigation's (FBI's) Uniform Crime Reporting (UCR) program and FBI's Crime Data Explorer (CDE) shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often

underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2022, the most recently published data, hate crimes were at their highest recorded levels as reported to the FBI UCR program. In addition to those incidents reported through the UCR program, in 2023, jurisdictions from across the country reported increases in threats and attacks motivated by antisemitism or Islamophobia, target certain educational institutions such as Historically Black Colleges and Universities, or target individuals on the basis of their gender identity or sexual orientation.

During a November 2023 United Against Hate Virtual Forum, Attorney General Merrick Garland addressed the recent spike in hate crimes, and reemphasized that, "Combating hate-fueled violence remains central to the Justice Department's mission." A critical part of that mission is equipping state, local, and tribal justice agencies with the tools and resources to address hate crimes. Research from the National Institute of Justice (NIJ) indicates that despite the known underreporting of hate crimes, many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, build trust with communities to encourage reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur. This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) doing so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA's portfolio addressing hate crimes, including the Emmett Till Cold Case Investigations and Matthew Shepard and James Byrd, Jr. Hate Crimes Programs, can be found Hate Crime | Bureau of Justice Assistance.

Election Security

In 2021, the Department launched a law enforcement task force to address the rise in threats against election workers, administrators, officials, and others associated with the electoral process. For more information regarding the Department's efforts to combat threats against election workers, read the Deputy Attorney General's memo. The task force, announced by Attorney General Merrick B. Garland and launched by Deputy Attorney General Lisa O. Monaco in June 2021, has led DOJ's efforts to address threats of violence against election workers, and to ensure that all election workers—whether elected, appointed, or volunteer—are able to do their jobs free from threats and intimidation. The task force engages with election-related stakeholders and state and local law enforcement to assess allegations and reports of threats against election workers, and it has investigated and prosecuted these matters where appropriate, in partnership with FBI Field Offices and U.S. Attorneys' Offices throughout the country.

On January 9, 2024, the Department provided updated information pertaining to its efforts to "ensure that all qualified voters have the opportunity to cast their ballots and have their votes counted free of discrimination, intimidation, or criminal activity in the election process, and to ensure that our elections are secure and free from foreign malign influence and interference."

The broad criminal justice purposes supported by the JAG Program permit JAG funds to be used to deter, detect, and protect against threats of violence against election workers,

administrators, officials, and others associated with the electoral process. BJA encourages state and local JAG applicants to utilize JAG funding to prevent and respond to violent threats of this kind.

Enhancing Justice System Reform Strategies

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial disparities and other inequities, as well as overly harsh sentences, have driven up incarceration rates, which can create mistrust in the justice system and divert resources away from other urgent community needs. To build strong, safe, and healthy communities, it is critical to address the underlying, entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions should carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

On May 25, 2023, the Department released a series of 10 new reports and guidance documents as part of its ongoing efforts to implement Executive Order 14704 on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety. The announcement included commitments to update guidance prohibiting racial profiling by federal law enforcement agencies; develop methods to promote accreditation standards to encourage adoption of policies in the Executive Order by state, tribal, local, and territorial (STLT) law enforcement agencies; release a report on the Department's efforts to implement the First Step Act; and issue guidance on officer wellness, investigating in-custody deaths, and responses to individuals in crisis, among others.

The Office of Justice Programs is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build and enhance community trust, alternatives to incarceration, ensuring the right to continuous and effective defense counsel, community supervision reforms, support for mental health and substance use treatment services, supporting community-driven programs and partnerships, and improving pretrial processes. Efforts to continue to address the backlog of court cases that grew dramatically during the pandemic would fall in this category. BJA also encourages state court leaders to access no-cost training and technical assistance (TTA) to support strategic planning, assessment of needs and strategies and new approaches to address rights protected under the sixth amendment to the U.S. Constitution, such as speedy trial, fair and impartial juries, the right to call and cross-examine witnesses, and the right to counsel. Visit https://www.strengthenthesixth.org/ for more information.

Finally, BJA has launched a Justice Reinvestment Initiative (JRI) website which provides detailed information, including state snapshots, on how state leaders can work with experts to conduct agency-spanning data analysis; develop and implement data-driven, tailored solutions to address complicated criminal justice challenges; and maximize resources to achieve stronger and safer communities. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Equity and Support for Underserved Communities

Consistent with the Presidential Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable and Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the federal government, the Department is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, as well as removing barriers to ensure equal opportunity for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, Equity Action Plan designed to increase equity, opportunity, and resources for the most vulnerable communities. BJA encourages JAG recipients to use funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety, as well as efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, rural communities, and indigent defense representation. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Violent Crime Reduction

In May 2021, the Department launched a comprehensive violent crime reduction strategy to protect American communities from violent crimes, including gun violence. On December 11, 2023, Attorney General Merrick B. Garland announced the release of the Justice Department's Violent Crime Reduction Roadmap, a one-stop shop of federal resources to assist local jurisdictions in developing, implementing, and evaluating strategies to prevent, intervene in, and respond to violent crime. The Roadmap helps connect jurisdictions with the information and resources they need to meet the complex and evolving challenges to help reduce violent crime.

Additionally, on April 3, 2024, Attorney General Garland delivered remarks at a convening of grantees under OJP's Community Based Violence Intervention and Prevention Initiative. He emphasized that the Department's approach to disrupting violent crime is "centered on our partnerships—both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts toward those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines—all toward one goal: the goal of making our communities safer."

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys Project Safe Neighborhoods grantees and community violence intervention strategies

in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g.,18 U.S.C. § 922(g)) are prevented from doing so by ensuring complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention; enhance community policing approaches; bolster the security of at-risk places of worship such as synagogues, churches, and mosques; provide security for election workers; enforce commonsense gun laws; and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Additional Uses of JAG Funds

JAG funds awarded under this solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support public defense systems, including the hiring and retention of attorneys.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an inclusive, diverse, expert, and accountable law enforcement workforce that reflects the community it serves.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Support implementation of Rapid DNA at the booking station to include assisting with the initial costs associated with updating criminal history systems, integration with booking station systems, and purchasing new technologies associated with Rapid DNA at the booking station (Note: JAG funds may not be used for Rapid DNA testing of evidentiary material; see the "DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database" section for more information on the topic).
- Purchase an Electronic Tracing System (eTrace)

- Purchase a NIBIN Enforcement Support System (NESS)

Additionally, JAG funds awarded under this solicitation may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

Limitations on the Use of JAG funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG

The JAG statute, at 34 U.S.C. § 10152(d), specifically identifies a list of prohibited items. In addition, consistent with Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the JAG Prohibited and Controlled Equipment Guidance and the JAG FAQs.

Other Program Requirements

A unit of local government that applies for and receives an FY 2024 JAG award must note the following:

Trust Fund

Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see 2 C.F.R. § 200.305.

Certifications and Assurances by the Chief Executive of the Applicant Government (Which Incorporates the 30-Day Governing Body Review Requirement)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government. Please note that this certification contains assurances that the governing

body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

Please note that only direct JAG award recipients must provide this certification to OJP and that prior to making any subawards (including subawards to disparate jurisdictions), the direct JAG award recipient must collect a completed certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. OJP will not deny an application for a JAG award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs)

An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If grantees use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY24 JAG funds for an ERPO program, a Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) must be signed by a principal legal officer and submitted to BJA. See the JAG FAQs for additional information.

Body-worn Cameras (BWCs)

A JAG award recipient that proposes to use FY 2024 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: JAG—Body-Worn Camera (BWC) Policy Certification.

Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. The BJA BWC Toolkit provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-worn Camera Policy and Implementation Program (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Partnership Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards https://cjtec.org/compliance-testing-program/compliant-product-lists/. In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) at no cost. The Personal Armor Fit Assessment Checklist is excerpted from ASTM E3003. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the JAG FAQs.

A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see 34 U.S.C. § 10202(c)). The certification form related to mandatory wear can be found at: JAG Body Armor

Mandatory Wear Policy Certification. Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the BVP web page. JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Interoperable Communications

States (including any subrecipients) that are using JAG funds for emergency communications activities should comply with current SAFECOM Guidance, which is available at: https://www.cisa.gov/safecom/funding.

Additionally, emergency communications projects funded with JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with JAG funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database

If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. **JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS.** No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: https://www.justice.gov/olp/page/file/1204386/download. For more information about DNA testing as it pertains to JAG, please refer to the JAG FAQs.

Entry of Records into State Repositories

As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System

In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years" (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2024 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: NIBRS—FBI.

Solicitation Goals and Objectives

Goals

In general, the JAG Program is designed to provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf.

For information about what the applicant needs to submit regarding Goals, Objectives, and Deliverables please see the "How To Apply" section on the Application Goals, Objectives, Deliverables, and Timeline Web-Based Form.

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards: 1,140

Category 1: 587

Category 2: 553

Anticipated Maximum Dollar Amount per Award:

Category 1 anticipated maximum amount: Up to $25,000

Category 2 anticipated maximum amount: Up to $4,023,772

Period of Performance Start Date: October 1, 2023

Period of Performance Duration (Months):

Category 1: 24 months
Category 2: 48 months

Anticipated Total Amount To Be Awarded Under This Solicitation: $84,921,048

Category 1—Eligible Allocation Amounts of Less than $25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than $25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than $25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2—Eligible Allocation Amounts of $25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of $25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least $25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1: Applicants with eligible allocation amounts of less than $25,000	587	Up to $25,000	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2: Applicants with eligible allocation amounts of $25,000 or more	553	Up to $4,023,772	10/1/2023	48

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The FY 2024 enacted budget represents the largest cut to base resources that the Department of Justice (DOJ) has faced in the last 10 years. Therefore, to mitigate significant budget shortfalls, the funding available for this solicitation has been reduced by 2.5%. The Department understands how critical our grants are to our state, local, and tribal partners, and does not take this action lightly.

The allocations by state for the FY 2024 JAG Program can be found at: https://bja.ojp.gov/program/jag/allocations.

Type of Award

OJP expects to make awards under this funding opportunity as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Eligibility Information

For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a State.

How To Apply

Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov "How to Apply for Grants"
2. OJP "How To Apply" section in the Application Resource Guide
3. JustGrants Application Submission Training

This solicitation (notice of funding opportunity) incorporates guidance provided in the OJP Grant Application Resource Guide (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the Application Resource Guide that is in conflict.**

How To Apply

Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: After registering with SAM.gov, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at https://www.grants.gov/register by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 and SF-LLL as early as possible and recommended not later than 48 hours before the Grants.gov deadline**. If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as "submitted" or "agency tracking number assigned."

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress

in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the “How To Apply” section in the Application Resource Guide and the DOJ Application Submission Checklist.

Submission Dates and Time

The **SF-424 and the SF-LLL** must be submitted in Grants.gov by 8:59 p.m. Eastern on October 16, 2024.

The **full application** must be submitted in JustGrants by 8:59 p.m. Eastern on October 22, 2024.

To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request a technical waiver.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov: contact the SAM.gov Help Desk (Federal Service Desk), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the Grants.gov Customer Support Hotline, 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.govwithin **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must—

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;
- include the applicant's Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the Application Resource Guide.

Application and Submission Information

Content of the SF-424 in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the Application Resource Guide for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information *(email address)* to assign the application to this user in JustGrants.

Intergovernmental Review: This funding opportunity **is** subject to Executive Order (E.O.) 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf. If the applicant's State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State's process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting "Program is subject to E.O. 12372 but has not been selected by the State for review."

Content of the JustGrants Application Submission

Entity and User Verification (First Time Applicant)

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the Application Resource Guide.

Standard Applicant Information

The "Standard Applicant Information" section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization's unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 400 words) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information). Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

> The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.
>
> The county of [insert] will use JAG funds to hire credible messengers as part of a community-based violence intervention initiative.

Disparate JAG Abstract Example:

> The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system to transition to NIBRS, and the city of [insert] will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Data Requested With Application

The following application elements should be submitted in the web-based forms in JustGrants.

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based Questionnaire form in JustGrants. See the Application Resource Guide: Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High Risk Status) for additional guidance on how to complete the questionnaire.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1—Eligible Allocation Amounts of Less than $25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2—Eligible Allocation Amounts of $25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

   Identify the unit of local government's strategy/funding priorities for the FY 2024 JAG funds, the subaward process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

   Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

   Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for This Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included to provide notice that award recipients will be required to submit performance data as part of each award's reporting requirements.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the solicitation goals and objectives identified in the "Goals and Objectives" section. Applicants can visit OJP's performance measurement page at www.ojp.gov/performance for more information on performance measurement activities at OJP.

A list of performance measure questions for this program can be found at https://bjapmt.ojp.gov/help/JAGDocs.html. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at https://bjapmt.ojp.gov and separately submit a semiannual, performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if the applicant is selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the OJP Grant Application Resource Guide.

Budget and Associated Documentation

Funding Restrictions

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Budget Worksheet and Budget Narrative (Attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

For additional information about how to prepare a budget for federal funding, see the "Application Resource Guide" section on Budget Preparation and Submission Information and the technical steps to complete the budget form in JustGrants in the Complete the Application in JustGrants: Budget training.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the Application Resource Guide for information on prior approval, planning, and reporting of conference/meeting/training costs.

Costs Associated With Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. See the Application Resource Guide for information on costs associated with language assistance.

Unmanned Aircraft Systems

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

Budget/Financial Attachments

Pre-Agreement (Pre-Award) Costs (if applicable)

Pre-agreement costs are defined as costs requiring approval incurred by the applicant prior to the start date of the period of performance of the federal award. OJP does not typically approve pre-agreement costs. If a successful applicant, in anticipation of the Federal award, but before the start date of the period of performance, incurs costs which are necessary for efficient and timely performance of the funded project, those costs may not be charged to the award. See the "Costs Requiring Prior Approval" section in the DOJ Grants Financial Guide Post-Award Requirements for more information.

Indirect Cost Rate Agreement (if applicable)

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the DOJ Financial Guide for additional information on Indirect Cost Rate Agreement.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Consultant Rate (if applicable)

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable

and consistent with that paid for similar services in the marketplace. See the DOJ Grants Financial Guide for information on the consultant rates, which require prior approval from OJP.

Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable)

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

Disclosure of Process Related to Executive Compensation (if applicable)

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this funding opportunity are not required to provide this disclosure.

Additional Application Components

The applicant will attach the additional requested documentation in JustGrants.

Memorandum of Understanding (MOUs) and Other Supportive Documents (if applicable)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the JAG FAQs for more information. A sample MOU is also available.

Research and Evaluation Independence and Integrity Statement (if applicable)

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the Application Resource Guide.

Certifications and Assurances by the Chief Executive of the Applicant Government

Body Armor Mandatory Wear Policy Certification (If applicable)

Body-worn Camera Policies Certification (If applicable)

ERPO Certification (if applicable)

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

Applicant Disclosure of Duplication in Cost Items

To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the Application Resource Guide for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the Application Resource Guide for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the Application Resource Guide for additional information.

Applicant Disclosure and Justification—DOJ High-Risk Grantees

If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the Application Resource Guide for additional information.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the OJP Grant Application Resource Guide for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS): An applicant, at its option, may review and comment on any information about itself that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only BJA recommendations but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30. See the Application Resource Guide for information on award notifications and instructions.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices (programs or practices that have been evaluated as effective), see the Application Resource Guide.

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the Application Resource Guide section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the Application Resource Guide.

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards under the "Civil Rights Requirements" section, and additional resources are available from the OJP Office for Civil Rights.

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient's program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at https://www.lep.gov/language-access-planning. Additional resources are available at https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep. If the award recipient proposes a program or activity that would deliver services or benefits to LEP

individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see https://www.ada.gov/ or contact OJP.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in the "Program Description" section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports—Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semiannual performance reports, final financial and performance reports, and (if applicable) an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1—Eligible Allocation Amounts of Less Than $25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked as final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked as final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2—Eligible Allocation Amounts of $25,000 or More

Recipients must submit the following:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semiannual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the Application Resource Guide for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

See the Application Resource Guide for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

Performance Measures

A list of performance measures can be found at: https://bjapmt.ojp.gov/help/JAGDocs.html

Application Checklist

BJA FY24 Edward Byrne Memorial Justice Assistance Grant Formula Program—Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference The OJP Application Submission Steps in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

Pre-Application

Before Registering in Grants.gov

- Confirm your entity's registration in the System for Award Management (SAM.gov) is active through the solicitation period; submit a new or renewal registration in SAM.gov if needed (see Application Resource Guide).

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).
- Read Important Notice: Applying for Grants in Grants.gov (about browser compatibility and special characters in file names).
- Read OJP policy and guidance on conference approval, planning, and reporting available at https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#6g3y8 (see Application Resource Guide).

Review the Overview of Post-Award Legal Requirements

- Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards" in the OJP Funding Resource Center.

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See https://bja.ojp.gov/program/jag/allocations.

Review Eligibility Requirement

- Review "Eligibility" in the Synopsis section and "Eligibility Information" section in the solicitation.

Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov.

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov.**

- Submit Intergovernmental Review (if applicable).

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- A submission receipt.
- A validation receipt.
- A grantor agency retrieval receipt.
- An agency tracking number assignment.

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, Grants.gov customer support, or support@grants.gov regarding technical difficulties (see "Application Resource Guide" section on Experiencing Unforeseen Technical Issues).

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants.

Application Step 2

Submit the following information in JustGrants:

Application Components

- Entity and User Verification (First Time Applicant)
- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Data Requested with Application
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
- Indirect Cost Rate Agreement (if applicable) (see Application Resource Guide)

Additional Application Components

- Research and Evaluation Independence and Integrity (see Application Resource Guide)
- FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government
- Memorandum of Understanding (if applicable)
- Body Armor Certification (if applicable)
- Body-Worn Camera Certification (if applicable)
- ERPO Certification (if applicable)

Disclosures and Assurances

- Disclosure of Lobbying Activities (SF-LLL) (see Application Resource Guide)
- Applicant Disclosure of Duplication in Cost Items (see Application Resource Guide)
- DOJ Certified Standard Assurances (see Application Resource Guide)

- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see Application Resource Guide)
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable) (see Application Resource Guide)

Review, Certify, and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the "Certify and Submit" screen to submit the application. Access the Application Submission Validation Errors Quick Reference Guide for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received—

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the Application Resource Guide for additional information.

Standard Solicitation Resources

Application Resource Guide provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

DOJ Grants Financial Guide serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

JustGrants Resources Website is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the JustGrants Update e-newsletter.

JustGrants Application Submission Training page offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

Weekly Training Webinars are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.

2024 Florida Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	ALACHUA COUNTY	County	$27,622	
FL	GAINESVILLE CITY	Municipal	$80,130	$107,752
FL	BROWARD COUNTY	County	$26,593	
FL	CORAL SPRINGS CITY	Municipal	$15,381	
FL	DANIA BEACH CITY	Municipal	$17,142	
FL	DAVIE CITY	Municipal	$21,908	
FL	DEERFIELD BEACH CITY	Municipal	$26,133	
FL	FORT LAUDERDALE CITY	Municipal	$88,335	
FL	HALLANDALE BEACH CITY	Municipal	$16,112	
FL	HOLLYWOOD CITY	Municipal	$36,856	
FL	LAUDERDALE LAKES CITY	Municipal	$24,833	
FL	LAUDERHILL CITY	Municipal	$47,499	
FL	MIRAMAR CITY	Municipal	$26,972	
FL	NORTH LAUDERDALE CITY	Municipal	$18,090	
FL	OAKLAND PARK CITY	Municipal	$22,449	
FL	PEMBROKE PINES CITY	Municipal	$23,777	
FL	PLANTATION CITY	Municipal	$17,846	
FL	POMPANO BEACH CITY	Municipal	$70,761	
FL	SUNRISE CITY	Municipal	$15,490	
FL	TAMARAC CITY	Municipal	$14,569	$530,746
FL	LEON COUNTY	County	$25,483	
FL	TALLAHASSEE CITY	Municipal	$78,154	$103,637
FL	PINELLAS COUNTY	County	$28,434	
FL	ST PETERSBURG CITY	Municipal	$135,076	$163,510
FL	ALTAMONTE SPRINGS CITY	Municipal	$11,482	
FL	APOPKA CITY	Municipal	$20,743	
FL	BAY COUNTY	County	$26,620	
FL	BELLE GLADE CITY	Municipal	$16,356	
FL	BOCA RATON CITY	Municipal	$16,167	
FL	BOYNTON BEACH CITY	Municipal	$42,408	
FL	BRADENTON CITY	Municipal	$24,941	
FL	BREVARD COUNTY	County	$41,758	
FL	CAPE CORAL CITY	Municipal	$20,256	
FL	CHARLOTTE COUNTY	County	$17,602	

FL	CITRUS COUNTY	County	$29,464	
FL	CLAY COUNTY	County	$42,651	
FL	CLEARWATER CITY	Municipal	$37,614	
FL	COCOA CITY	Municipal	$15,653	
FL	COLLIER COUNTY	County	$65,074	
FL	COLUMBIA COUNTY	County	$12,511	
FL	DAYTONA BEACH CITY	Municipal	$60,524	
FL	DE LAND CITY	Municipal	$14,597	
FL	DELRAY BEACH CITY	Municipal	$31,034	
FL	ESCAMBIA COUNTY	County	$121,157	
FL	FLAGLER COUNTY	County	$16,600	
FL	FLORIDA CITY CITY	Municipal	$28,109	
FL	FORT MYERS CITY	Municipal	$41,568	
FL	FORT PIERCE CITY	Municipal	$20,960	
FL	GREENACRES CITY	Municipal	$10,182	
FL	HENDRY COUNTY	County	$10,724	
FL	HERNANDO COUNTY	County	$35,908	
FL	HIALEAH CITY	Municipal	$40,160	
FL	HIGHLANDS COUNTY	County	$17,223	
FL	HILLSBOROUGH COUNTY	County	$148,372	
FL	HOMESTEAD CITY	Municipal	$55,433	
FL	INDIAN RIVER COUNTY	County	$16,194	
FL	JACKSONVILLE BEACH CITY	Municipal	$10,426	
FL	JACKSONVILLE CITY	Municipal	$479,076	
FL	KISSIMMEE CITY	Municipal	$27,459	
FL	LAKE CITY CITY	Municipal	$13,594	
FL	LAKE COUNTY	County	$38,481	
FL	LAKE WORTH BEACH CITY	Municipal	$29,653	
FL	LAKELAND CITY	Municipal	$30,195	
FL	LARGO CITY	Municipal	$25,970	
FL	LEE COUNTY	County	$107,833	
FL	LEESBURG CITY	Municipal	$13,703	
FL	LEVY COUNTY	County	$37,588	
FL	MADISON COUNTY	County	$10,101	
FL	MANATEE COUNTY	County	$113,114	
FL	MARION COUNTY	County	$65,805	
FL	MARTIN COUNTY	County	$25,564	
FL	MELBOURNE CITY	Municipal	$52,455	
FL	MIAMI BEACH CITY	Municipal	$64,153	
FL	MIAMI CITY	Municipal	$229,450	
FL	MIAMI GARDENS CITY	Municipal	$66,049	
FL	MIAMI-DADE COUNTY	County	$383,023	
FL	MONROE COUNTY	County	$14,569	
FL	NASSAU COUNTY	County	$13,080	
FL	NEW PORT RICHEY CITY	County	$10,019	
FL	NORTH MIAMI BEACH CITY	Municipal	$24,914	
FL	NORTH MIAMI CITY	Municipal	$38,616	
FL	OCALA CITY	Municipal	$36,531	
FL	OCOEE CITY	Municipal	$12,159	
FL	OKALOOSA COUNTY	County	$41,650	
FL	OKEECHOBEE COUNTY	County	$12,647	
FL	OPA-LOCKA CITY	Municipal	$28,136	
FL	ORANGE COUNTY	County	$383,673	
FL	ORLANDO CITY	Municipal	$197,090	
FL	ORMOND BEACH CITY	Municipal	$10,101	
FL	OSCEOLA COUNTY	County	$57,301	

FL	PALM BAY CITY	Municipal	$30,546	
FL	PALM BEACH COUNTY	County	$121,292	
FL	PALM SPRINGS CITY	Municipal	$15,571	
FL	PANAMA CITY BEACH CITY	Municipal	$10,128	
FL	PANAMA CITY CITY	Municipal	$20,879	
FL	PASCO COUNTY	County	$118,530	
FL	PENSACOLA CITY	Municipal	$28,922	
FL	PINELLAS PARK CITY	Municipal	$14,786	
FL	PLANT CITY CITY	Municipal	$15,571	
FL	POLK COUNTY	County	$103,501	
FL	PORT ST LUCIE CITY	Municipal	$22,314	
FL	RIVIERA BEACH CITY	Municipal	$30,303	
FL	SANFORD CITY	Municipal	$36,802	
FL	SANTA ROSA COUNTY	County	$18,009	
FL	SARASOTA CITY	Municipal	$27,974	
FL	SARASOTA COUNTY	County	$34,907	
FL	SEMINOLE COUNTY	County	$32,984	
FL	ST JOHNS COUNTY	County	$18,740	
FL	ST LUCIE COUNTY	County	$25,239	
FL	SUMTER COUNTY	County	$11,725	
FL	SUWANNEE COUNTY	County	$11,292	
FL	TAMPA CITY	Municipal	$157,634	
FL	TITUSVILLE CITY	Municipal	$25,347	
FL	VOLUSIA COUNTY	County	$53,998	
FL	WEST PALM BEACH CITY	Municipal	$74,416	
FL	WINTER GARDEN CITY	Municipal	$13,242	
FL	WINTER HAVEN CITY	Municipal	$14,406	
	Local total		**$5,808,926**	

Standard Applicant Information

Funding Opportunity

Federal Agency Name
Bureau of Justice Assistance

Funding Opportunity Number
O-BJA-2024-172239

Funding Opportunity Title
BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program- Local Solicitation

Competition Identification Number
C-BJA-2024-00091-PROD

Competition Identification Title
Category 1– Applicants with eligible allocation amounts of less than $25,000

Due Date
October 22, 2024 8:59:00 PM EDT

CFDA Information

CFDA Number
16.738

CFDA Program Title
Edward Byrne Memorial Justice Assistance Grant Program

Project Information

Project Title Deployment of License Plate Reader Technology and Remote Surveillance for Crime Prevention and Apprehension

Deployment of Li

Proposed Project Start Date
10/1/2023

Proposed Project End Date
9/30/2025

Federal Estimated Funding
10,101.00

TotalEstimatedFunding
10,101.00

ApplicantEstimatedFunding
0.00

Program Income Estimated Funding
0.00

Application Type

Application Type
Initial

Date Received
09/17/2024

Application Submitter Contact Information

Application POC Prefix Name
—

DRAFT

Application POC First Name
Loretta

Application POC Middle Name
—

Application POC Last Name
Moisio

Application POC Suffix Name
—

Organizational Affiliation
City of Ormond Beach

Title
Grants Coordinator

Email ID
Loretta.Moisio@ormondbeach.org

Phone Number
386-676-3315

Fax Number
—

ORINumber
—

Type of Applicant

Type of Applicant 1: Select Applicant Type:
C: City or Township Government

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372?

- a. This application was made available to the State under the Executive Order 12372 Process for review on:
- b. Program is subject to E.O. 12372 but has not been selected by the State for review
- c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments

(3)

Name
Form SF424_4_0-V4.0.pdf

Date Added
9/17/24

Name

DRAFT

Form SFLLL_2_0-V2.0.pdf

Date Added
9/17/24

Name
GrantApplication.xml

Date Added
9/17/24

Confirm Authorized Representative

Every application must have a designated Authorized Representative. An Authorized Representative must have the legal authority to enter into contracts, grants, and cooperative agreements with the federal government on behalf of the Entity.

Select Authorized Representative
Bill Partington

Confirmed Authorized Representative

Title
Mayor

Prefix Name
—

First Name
Bill

Middle Name
—

Last Name
Partington

Suffix Name
—

Verify Legal Name, Doing Business As, and Legal Address

Entity Name

Legal Name
CITY OF ORMOND BEACH

Doing Business As

UEI
P7N5EWNDK217

Physical Address

Street 1
22 S BEACH ST

Street 2

County/Parish
—

City
ORMOND BEACH

DRAFT

Country
United States

Congressional District
06

State/U.S. Territory
Florida

Zip/Postal Code
32174

Designate as Legal Address

Mailing Address

Street 1
P.O. BOX 277

Street 2

County/Parish
—

City
ORMOND BEACH

Country
United States

Congressional District
06

State/U.S. Territory
Florida

Zip/Postal Code
32175

Designate as Legal Address

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Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

Please Confirm

☑ I confirm this is the correct entity.

Signer Name
LORETTA MOISIO

Certification Date / Time
09/17/2024 02:15 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
   a. Contact your Entity Administrator.
   b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

The City of Ormond Beach will use JAG funds to procure License Plate Readers (LPRs) and remote video surveillance systems for rapid crime detection, prevention, and apprehension. This project will provide an added level safety for citizens and visitors to the city and assist officers with proactive crime prevention and apprehension of criminal offenders.

Data Requested with Application

Solicitation Specific/Survey Questions

Survey Name	Status	Last Updated	Last updated by
Financial Management and System of Internal Controls	Resolved-Completed	9/17/24 2:34 PM	LORETTA MOISIO

Proposal Narrative

Upload

The recommended files to upload are PDF, Microsoft Word and Excel.

Name
JAG 24 PROPOSAL NARRATIVE.pdf

Category
Proposal Narrative

Created by
LORETTA MOISIO

Date Added
09/17/2024

Budget Worksheet and Budget Narrative (attachment)

Upload

The recommended files to upload are PDF, Microsoft Word and Excel.

Name
JAG 24 BUDGET AND BUDGET NARRATIVE.pdf

Category
Budget Worksheet and Budget Narrative (attachment)

Created by
LORETTA MOISIO

Date Added
09/17/2024

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Disclosure of Lobbying Activities

Name
Form SFLLL_2_0-V2.0.pdf

Category
LobbyingActivitiesDisclosure

Created by
—

Applicant Disclosure of Duplication in Cost Items

◉ No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

○ Yes. My organization has pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

DOJ Certified Standard Assurances

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

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U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

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a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge

☐ I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

SignerID
—

Signing Date / Time
—

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DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

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A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

DRAFT

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO .

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge

☐ I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

DRAFT

SignerID

—

Signing Date / Time

—

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge

☐ I agree with the above statements.

SignerID

—

Signing Date / Time

DRAFT

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 09/17/2024

4. Applicant Identifier: JAG2024

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier: Florida

8. APPLICANT INFORMATION:

* a. Legal Name: City of Ormond Beach

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000398

* c. UEI: P7N5EWNDK217

d. Address:

* Street1: 22 South Beach Street
Street2:
* City: Ormond Beach
County/Parish: Volusia
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 32174-6836

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Loretta
Middle Name:
* Last Name: Moisio
Suffix:

Title: Grants Coordinator

Organizational Affiliation: City of Ormond Beach

* Telephone Number: 3866763315
Fax Number:

* Email: Loretta.Moisio@ormondbeach.org

DRAFT

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

*** 12. Funding Opportunity Number:**

O-BJA-2024-172239

* Title:

BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program- Local Solicitation

13. Competition Identification Number:

C-BJA-2024-00091-PROD

Title:

Category 1– Applicants with eligible allocation amounts of less than $25,000

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Deployment of License Plate Reader Technology and Remote Surveillance for Crime Prevention and Apprehension

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

DRAFT

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 6 * b. Program/Project: 6

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2023 * b. End Date: 09/30/2025

18. Estimated Funding ($):

* a. Federal	10,101.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	10,101.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Loretta

Middle Name:

* Last Name: Moisio

Suffix:

* Title: Grants Coordinator

* Telephone Number: 3866763315 Fax Number:

* Email: Loretta.Moisio@ormondbeach.org

* Signature of Authorized Representative: Loretta N Moisio * Date Signed: 09/17/2024

DRAFT

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name:* City of Ormond Beach

** Street 1:* 22 South Beach Street *Street 2:*

** City:* Ormond Beach *State:* FL: Florida *Zip:* 32174

Congressional District, if known: 6

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
US Department of Justice

7. * Federal Program Name/Description:
Edward Byrne Memorial Justice Assistance Grant Program

CFDA Number, *if applicable:* 16.738

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$ 10,101.00

10. a. Name and Address of Lobbying Registrant:

Prefix: ** First Name:* NA *Middle Name:* NA

** Last Name:* NA *Suffix:*

** Street 1:* NA *Street 2:* NA

** City:* NA *State:* *Zip:*

b. Individual Performing Services (including address if different from No. 10a)

Prefix: ** First Name:* NA *Middle Name:*

** Last Name:* NA *Suffix:*

** Street 1:* NA *Street 2:*

** City:* NA *State:* *Zip:*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Loretta N Moisio

***Name:** *Prefix:* ** First Name:* Loretta *Middle Name:* N

** Last Name:* Moisio *Suffix:*

Title: **Telephone No.:** 3866763315 **Date:** 09/17/2024

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

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PROPOSAL NARRATIVE

Introduction: The City of Ormond Beach is located in northeast Volusia County on the Atlantic Ocean and is immediately adjacent to the City of Daytona Beach. Ormond Beach is a full-service City with a Police Department of 98 full-time positions, including 76 sworn police officers. The City covers 38.9 square miles and has an estimated population of 44,935 as of 2023 from the University of Florida Bureau of Economic and Business Research. The main roadways into Ormond Beach are US1, State Road A1A and State Road 40 (Granada Boulevard). These roadways are impacted by City sponsored and countywide special events. The greatest traffic impact occurs during Bike Week, Biketoberfest, several weeks of NASCAR races and college spring break. Ormond Beach is also a popular national and international vacation destination due to its beach and close proximity to Central Florida tourist attractions.

Statement of the Problem: The Greater Daytona Beach area, including Ormond Beach, is a popular tourism destination. The Daytona Beach Visitors Bureau estimates that over 10 million people visited the area in 2023, a number that has been consistent year-after-year. This annual influx of visitors results in increased vehicular traffic and the potential for increased accidents. The area's popular features not only attract more new residents and visitors every day, but a criminal element to victimize vulnerable citizens and visitors as well.

Project Design and Implementation: The primary goal is to provide the Ormond Beach Police Department with more advanced technology systems that will better assist officers to detect, prevent, and solve crimes against citizens and visitors. The intent of the project is to provide the City of Ormond Beach with an added level of safety through proactive crime prevention and the rapid apprehension of criminal offenders.

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Capabilities and Competencies: The Police Department plans to procure License Plate Readers (LPRs) and remote video surveillance systems that are capable of automatically detecting vehicles and persons travelling upon the City's roadways who are committing criminal conduct, and instantly dispatching pertinent information to police personnel. Systems described herein provide those capabilities which are designed to substantially increase the likelihood of apprehending criminal offenders in a more expeditious process than using human personnel alone. Therefore, these systems also decrease the likelihood of criminals re-offending by shortening the time it would take to apprehend them. Furthermore, these are web-based systems that work in concert with those already installed by surrounding law enforcement agencies, and share a vast network of investigative resources to all involved with the common goal of rapid crime detection, prevention, and apprehension.

Plan for Collecting the Data Required for this Solicitation's Performance Measures: As this award will be less than $25,000, the required reporting sections include the General Information Questionnaire and Project Progress reports. Staff will be able to provide the required information as requested.

Funding and Procurement: Funding is requested for three (3) license plate readers and remote surveillance systems that will be deployed and operated around the clock to automatically detect and report persons and vehicles involved with criminal activity. The system cost includes installation, maintenance, training and access to multi-agency networks. It is a safe and cost-effective way to provide safety to the community by detecting dangerous situations that might be missed by human personnel. The total cost of this equipment is estimated to be within the grant amount. If additional funding is needed to complete this project, it will be provided by the City.

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BUDGET AND BUDGET NARRATIVE

The City of Ormond Beach considers purchases under $5,000 as expendable. This project would require the lease and installation/implementation of three (3) license plate readers to include remote surveillance. Staff has received a cost estimate which provides the basis of the costs below. If a grant is awarded, staff will use the City's procurement policy for acquisition.

DESCRIPTION	UNITS	PRICE/UNIT	TOTAL
License Plate Reader	3	$3,000	$9,000
Installation/Implementation			1,950
		TOTAL	**$10,950**

Federal Request	$10,101
Non-Federal Amount	849
TOTAL PROJECT	**$10,950**

DRAFT

Flock Safety + FL - Ormond Beach PD

_____

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

_____

MAIN CONTACT:
Jason Boutselis
jason.boutselis@flocksafety.com
+18139046145

Created Date: 09/13/2024
Expiration Date: 10/12/2024
Quote Number: Q-100509
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 170 W Granada Blvd Ormond Beach, Florida 32174

Ship To: 170 W Granada Blvd Ormond Beach, Florida 32174

Billing Company Name: FL - Ormond Beach PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$9,000.00**
Flock Safety Flock OS			
FlockOS ™ - Community	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	$3,000.00	3	$9,000.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	3	$1,950.00

Subtotal Year 1:	$10,950.00
Annual Recurring Subtotal:	$9,000.00
Estimated Tax:	$0.00
Contract Total:	$10,950.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$10,950.00
Annual Recurring after Year 1	$9,000.00
Contract Total	$10,950.00

*Tax not included

Product and Services Description

FlockOS Features	Description
FlockOS ™ - Community	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC alerts sent to Shared Agencies	Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-179
Strategic Goal:	Transportation & Community Development - Determine the best redevelopment option for church property and enhance temporary use and signage		
Department:	Economic Development		
Subject:	Amendment to Grant Agreement, Florida Department of Commerce - Downtown Community Center Design		
Summary:	On April 16, 2024, the City Commission approved and executed a grant agreement between the City and the State of Florida Department of Commerce regarding funding for the design work and pre-development activities for a downtown community center. The Florida Legislature approved the City's request and appropriated $783,059 from the General Revenue Fund of the General Appropriation Act to the City for the Downtown Community Center Project. Funding under this agreement will be used for design and pre-development activities, which will provide the essential steps needed for the project to move forward. The estimated cost for this phase is $1,566,118 and would be split evenly, with 50% coming from the appropriations request and 50% from the City's general revenue or CRA fund. Because the original grant had a performance period from July 1, 2023, through June 30, 2024, the Florida Commerce Department was authorized by the State Legislature to modify the agreement to extend the performance period to September 30, 2025.		
Financial Impact:	The total cost for this project is approximately $1,566,118. The City has received a funding commitment for this project from the State Legislature in the form of a General Appropriation in the amount of $783,059. The City's remaining matching funds of $783,059 will be derived from the City's general revenue fund.		

Citizen Impact:	Accepting state funds for site design and engineering work needed to establish a downtown community and event center has several positive impacts on citizens. A well-designed community center enhances local infrastructure, creates a vibrant hub for cultural and recreational activities, and stimulates economic growth by attracting visitors and businesses.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Amendment to the Grant Agreement from the Florida Department of Commerce Grant for the Design of a Downtown Community Center.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. 24-179 Amendment to FL Dept Commerce Grant (P24-0152G) 2. Amendment to Grant Agreement Between the Florida Department of Commerce and the City of Ormond Beach 3. Executed Grant Agreement and Resolution 2024-57
Approval:	Kelly McGuire, Finance Director 10/4/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

RESOLUTION NO. 2024-179

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT ONE TO THAT CERTAIN GRANT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE, REGARDING FUNDING FOR DESIGN WORK AND PRE-DEVELOPMENT ACTIVITIES FOR A DOWNTOWN COMMUNITY CENTER; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on April 16, 2024, the City Commission of the City of Ormond Beach approved Resolution No. 2024-57, authorizing the execution of Grant Agreement Number: HL188 between the City and the State of Florida, Department of Commerce ("Grant Agreement") for funding assistance in the amount of $783,059 for design and pre-development activities for a downtown community center, and

WHEREAS, the City and the State of Florida, Department of Commerce desire to amend the Grant Agreement for the sole purpose of extending the agreement period and updating the indemnification language, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute Amendment One to Grant Agreement Number: HL188 between the City of Ormond Beach and the State of Florida, Department of Commerce. A copy of said amendment is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

AMENDMENT ONE TO
GRANT AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
THE CITY OF ORMOND BEACH

On April 26, 2024, the State of Florida, Department of Commerce ("Commerce"), and the City of Ormond Beach ("Grantee"), entered into Grant Agreement Number HL188 ("Agreement"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section D, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section A, Agreement Period, is hereby deleted in its entirety and is replaced with the following:

   This Agreement is effective as of July 1, 2023 (the "Effective Date") and shall continue until the earlier to occur of (a) September 30, 2025 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination is the "Agreement Period."

2. Section AA, Indemnification, is hereby amended to add the following sentence to the introductory paragraph:

   Nothing contained in this paragraph shall be construed to constitute a waiver of sovereign immunity for either the Department of Commerce or the Grantee.

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

Remainder of this page left intentionally blank

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement Number **HL188** as amended. This Amendment is effective June 30, 2024.

CITY OF ORMOND BEACH, FLORIDA	**FLORIDA DEPARTMENT OF COMMERCE**
SIGNED:	SIGNED:
Bill Partington	**J. Alex Kelly**
Mayor	**Secretary**
DATE:	DATE:

CITY OF ORMOND BEACH, FLORIDA
SIGNED:
Joyce Shanahan
City Manager
DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

RESOLUTION NO. 2024-57

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF COMMERCE REGARDING FUNDING FOR DESIGN WORK AND PRE-DEVELOPMENT ACTIVITIES FOR A DOWNTOWN COMMUNITY CENTER; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Grant Agreement ("Agreement") with the State of Florida, Department of Commerce for funding assistance in the amount of $783,059 for design and pre-development activities for a downtown community center (the "Project"), and

WHEREAS, the total cost of the Project is $1,566,118, and

WHEREAS, the City Manager has certified that funding for the city's matching portion of the Project is available from the General Revenue Fund in the amount of $783,059 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 Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and the State of Florida Department of Commerce regarding funding for the Project. A copy of said Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 16th day of April, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

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GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL188 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the City of Ormond Beach ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to Seven Hundred Eighty-Three Thousand Fifty-Nine Dollars and Zero Cents ($783,059.00) in consideration for Grantee's performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Any advance payment under this Agreement is subject to section 216.181(16), F.S. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable

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authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or

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debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

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storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

   IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee

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and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

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Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

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3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

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M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

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N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number,

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description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.

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The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

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C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

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2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's

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sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
City of Ormond Beach	Loretta Moisio
Post Office Box 217	22 South Beach Street
Ormond Beach, FL 32175-0217	Ormond Beach, FL 32174
Phone: 386-676-3315	Phone: 386-676-3315
Email: Loretta.moisio@ormondbeach.org	Email: Loretta.moisio@ormondbeach.org

Commerce's Agreement Manager:
Bridgett Jackson
107 East Madison Street, B047
Tallahassee, Florida 32399
850-245-7459
850-245-7170
Bridgett.Jackson@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Remainder of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE

By J. Alex Kelly
Signature

J. Alex Kelly

Title **Secretary**

Date 4/26/2024

CITY OF ORMOND BEACH

By Bill Partington
Signature

Bill Partington

Title **Mayor**

Date April 16, 2024

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: Valerie Wright

Approved Date: 4/25/2024

CITY OF ORMOND BEACH

ATTEST:

By

Joyce Shanahan

Title **City Manager**

Date April 16, 2024

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ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: For State Fiscal Year 2023-2024, the Florida Legislature appropriated Seven Hundred Eighty-Three Thousand Fifty-Nine Thousand Dollars and Zero Cents ($783,059.00) in Specific Appropriation line 2336A, from the General Revenue Fund of the General Appropriation Act ("GAA") to the City of Ormond Beach (Grantee) for the City of Ormond Beach – Downtown Community Center Project (Project).

Funding under this agreement will be used for design and pre-development activities for the construction of downtown community center. The completion of these design and pre-development activities will provide the essential steps needed for the project to be considered shovel ready. The community center will provide a space for cultural, historical and community events, serving both the residents and visitors to the downtown area.

B. GRANTEE RESPONSIBILITIES Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

a) Complete and the following design and pre-development activities
   1) Surveys, including but not limited to
      i. Boundary Survey
      ii. Topographic Survey
      iii. Geotechnical Survey
   2) Public Engagement and Outreach – conduct a minimum of one (1) public meeting to solicit input on the design and development of the community center
   3) Complete and submit to Commerce's Agreement Manager a copy of the final design, engineering and construction plans for the project
   4) Permitting

b) Provide Commerce copies of all contracts and subcontracts entered into in furtherance of the project, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with the Grantee's policies and procedures, and with applicable law.

c) In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.

d) Provide a minimum of Seven Hundred Eight-Three Thousand Fifty-Nine Dollars and Zero Cents ($783,059.00) in other match as match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce's Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to: the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee's claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

C. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

D. DELIVERABLES: Grantee agrees to provide the following services as specified:

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Deliverable No. 1 Design and Pre-Development Activities		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the design and pre-development activities in accordance with Section B.a) of this Scope of Work.	Grantee may request reimbursement upon completion of a minimum of one (1) task in accordance with Section B.a) of this Scope of Work. Task completion shall be evidenced by submission of the following documentation: a. Copies of surveys in accordance with Section B.a).1); b. For public meetings, in accordance with Section B.a)2), provide a copy of the meeting notice, agenda, any handouts, and sign-in sheets; c. Copy of final design, engineering and construction plans in accordance with Section B.a)3) d. Copy of permits in accordance with Section B.a)4); and e. Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service will result in non-payment.
		Deliverable $783,059.00
TOTAL AWARD NOT TO EXECEED: $783.059.00		

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are**

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not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.

2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide no more than one invoice quarterly for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2 . Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
   - **a**. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
   - **b.** Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
   - **c.** A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete; if applicable
   - **d.** Before and after photographs of the completed work; if applicable
   - **e.** A copy of all supporting documentation for vendor payments;
   - **f.** A copy of the cancelled check(s) specific to the project; and

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g. A copy of the bank statement that includes the cancelled check.

3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR§200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on

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behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project ***DEPARTMENT OF COMMERCE; CSFA 40.038; DIVISION OF COMMUNITY DEVELOPMENT - $783,059.00***

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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ATTACHMENT 4 - DEPARTMENT OF COMMERCE

Office of Procurement

CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount
$0.00

MBE Participation Amount: **MBE Percentage**
$0.00

DV Participation Amount: **DV Percentage**
$0.00

Contract Vendor Invoice # 0 **Date (mm dd, yyyy**

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract $ Amount	$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

** **Certified MBE:** **H** - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - American Women

** **Non-Certified MBE:** **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract $ Amount	$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

* **Certified V:** **W** - Veteran Business * **Non-Certified V:** **Y** - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Commerce Form Version 06/23/2023

City of Ormond Beach
AGENDA ITEM

April 16, 2024 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-57
Strategic Goal:	Transportation & Community Development - Determine the best redevelopment option for church property and enhance temporary use and signage		
Department:	Economic Development		
Subject:	Acceptance of Florida Commerce Grant - Design of a Downtown Community Center		
Summary:	The need for a downtown community center is incorporated in the Downtown Master Plan Update of 2019, and aligns with the City's economic goals by providing a large venue in the downtown area that will serve as a focal point for gatherings and events. The community center will provide a space for cultural, historical and community events, serving residents, businesses, and visitors to the downtown area. By attracting people to the downtown area, the City anticipates a significant boost to the local economy. In 2023, the City Commission, in furtherance of this priority, included a legislative priority and appropriations request from the State Legislature. The aim was to secure half of the funds necessary for the first phase of a downtown community center, which involves the site design and engineering. For State Fiscal Year 2023-2024, the Florida Legislature approved the City's request and appropriated $783,059 from the General Revenue Fund of the General Appropriation Act to the City of Ormond Beach for the Downtown Community Center Project. Funding under this agreement will be used for design and pre-development activities, which will provide the essential steps needed for the project to move forward. The estimated cost for this phase is $1,566,118 and would be split evenly, with 50% coming from the appropriations request and 50% from the City of Ormond Beach general revenue or CRA fund. This agenda item is limited to accepting the previously requested legislative funding for this project and does not make a determination or commitment regarding specific location or design. A City Commission workshop is scheduled for May 7, 2024, to discuss the future use of city-		

	owned property at 56 N. Beach Street, purchased in 2018 and initially considered as the location for this project. At that workshop, staff will provide an overview and background of the property at 56 N. Beach Street as it pertains to this project and discuss exploring other uses for that property, as well as alternative locations for the proposed community center. Additional information and opportunities for discussion will be scheduled as needed to facilitate City Commission direction needed for staff to move forward within the scope of allocated funding. Because the original grant has a performance period from July 1, 2023, through June 30, 2024, the Florida Commerce Department has requested the City sign this original agreement, with the State's proposed budget for 2024-2025 including language for the expended balance of funds for this project to be appropriated for Fiscal Year 2024-2025. Once the appropriation is moved to Fiscal Year 2024-2025, an amendment will be brought before the Commission to update the contract with the new performance period, allowing for completion of the design project.
Financial Impact:	The total cost for this project is approximately $1,566,118. The City has received a funding commitment for this project from the State Legislature in the form of a General Appropriation in the amount of $783,059. The City's remaining matching funds of $783,059 will be derived from the City's general revenue fund.
Citizen Impact:	Accepting state funds for site design and engineering of a downtown community and event center in Ormond Beach, Florida has several positive impacts on citizens. It enhances local infrastructure, creating a vibrant hub for cultural and recreational activities. It stimulates economic growth, attracting visitors and businesses.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Florida Commerce Grant for the Design of a Downtown Community Center.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. 24-57 FL Dept Commerce Grant (P24-0058G) 2. Grant Agreement State of Florida Commerce Dept. HL188
Approval:	Kelly McGuire, Finance Director 4/1/2024 Claire Whitley, Assistant City Manager 4/3/2024 Joyce Shanahan, City Manager 4/11/2024

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-180
Strategic Goal:	Economic Development - Continue attracting and retaining high-wage jobs and the development of Ormond Crossings		
Department:	Economic Development		
Subject:	Valiant Modular, Capital Expenditure Reimbursement		
Summary:	This agenda item is to recommend an economic incentive for Valiant Modular, a key business in our airport business park. This recommendation pertains to the reimbursement of costs incurred by Valiant Modular for the installation of a 24" drainage pipe during the third phase of expanding their business. Valiant Modular is currently undergoing additional expansion of their facility in the business park. Last year, they completed Phase 3, which involved the construction of a 12,500 square foot warehouse facility and the purchase of manufacturing equipment. Phase 4, now underway, will construct a 15,000 square foot production space for their growing product line. The company is investing approximately $1.4 million in real estate construction and equipment. During construction of the expansion, Valiant Modular expected a drainage pipe to be in place as indicated in the City's original as-builds for Phase II of the airport business park. However, upon commencement of their expansion, the pipe was not present, leading to additional costs. Upon review of the final as-built plans, there is a notation for this pipe that reads, "Future Connection/N.I.C.," which is an abbreviation for Not in Contract. In discussion with the engineering firm of record and City staff, the installation of the pipe was not included in the construction of Tower Circle Expansion since there was no immediate need for it. The decision was to add it in the future if/when the expansion occurred. Valiant Modular installed an additional length of pipe at the total cost of $41,667.80. The City is proposing to use existing Growth Assistance Program funding to share the cost of installation of this pipe in support of the company's continued expansion in the business park.		

	The proposed reimbursement is a strategic investment in the continued growth of the target industry and infrastructure in the business park. Valiant Modular's expansion is enabling them to create 26 new jobs over the next 3 years, with an average annual wage of $54,000, which is 110% above the county's average annual wage. The economic impact analysis indicates a net benefit to the city of $515,214 over 10 years, while generating indirect impacts of additional job creation and capital expenditure.
Financial Impact:	The Capital Expenditure reimbursement being proposed would be $20,834, 50% of the total cost. Funds have been programmed into the Economic Development Budget for FY 2024-2025. The funds are paid upon a reimbursement basis and are not advanced to the company.
Citizen Impact:	The impact to the community will be positive, as approval of the Growth Assistance Program funding will improve and increase the overall manufacturing activity in the City and result in additional private sector jobs, modernization of industrial facilities, increase in property values, and increase in tax revenue for the City.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of an economic incentive for Valiant Modular through reimbursement of incurred expansion costs.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. 24-180 Valiant Modular GAP(P24-0200G) 2. GAP AGREEMENT Valiant Modular 3. Economic Impact Report Final-Valiant Modular 4. Backup material regarding capital expenditure of missing pipe 5. VM GAP Application
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

RESOLUTION NO. 2024-180

A RESOLUTION APPROVING VALIANT MODULAR, L.L.C. AS A QUALIFIED TARGET INDUSTRY BUSINESS; PROVIDING FOR GROWTH ASSISTANCE FUNDING IN THE NATURE OF CAPITAL EXPENDITURE REIMBURSEMENT; AUTHORIZING AN AGREEMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted Section 166.021 (8) (a)-(d), *Florida Statutes*, which grants economic development powers to municipalities and acknowledges that the expenditure of public funds for economic development activities is a valid public purpose, and

WHEREAS, pursuant to Section 166.021, city economic development activities constituting a public purpose may include, but are not limited to, making grants to private enterprise for the expansion of businesses existing in the community or the attraction of new businesses to the community, and

WHEREAS, the Ormond Beach Strategic Economic Development Plan (SEDP), was adopted by the City Commission on April 18, 2023, which recommends establishing business incentives for qualified businesses as stated in objectives 1.3 and 2.5 of the SEDP, and

WHEREAS, Valiant Modular, L.L.C. ("Valiant Modular") is a Florida based company located at 15 W. Tower Circle, Ormond Beach (the "Project Site") that manufactures modular drive-thru restaurants, and is a key business at the City's Airport Business Park, and

WHEREAS, Valiant Modular is currently undergoing Phase 4 of their business expansion at the Airport Business Park, and

WHEREAS, during construction of their expansion, Valiant Modular expected a drainage pipe to be in place as indicated in the City's original as-builds for Phase II of the Airport Business Park; however, upon commencement of their expansion, the pipe was not present. It was determined by City staff that the installation of the pipe was not included in the construction for Phase II of the Airport Business Park since there was no immediate need for it. As a result of the missing drainage pipe, Valiant Modular installed a 24" drainage pipe, leading to an additional expense of $41,667.80, and

WHEREAS, the Economic Development Department is proposing to use existing Growth Assistance Program (GAP) funding to reimburse Valiant Modular for fifty percent (50%) of the cost of installation of the 24" drainage pipe in support of the company's continued expansion in the Airport Business Park, and

WHEREAS, in year 2024, Valiant Modular will conclude Phase 4 of their business expansion, including the construction of a 15,000 square foot production space for their growing product line, and will expend approximately $1.4 million in real estate construction and equipment, and

WHEREAS, Valiant Modular will remain in the City where the expansion of the Project Site will enhance the Airport Business Park and manufacturing sector of the City, and

WHEREAS, Valiant Modular's expansion will enable the creation of 26 new jobs over the next three years, with an average annual wage of at least 110% of the Volusia County average annual wage level, and

WHEREAS, the economic impact analysis indicates a net benefit to the City of $515,214 over a ten-year period, while generating indirect impacts of additional job creation and capital expenditure, and

WHEREAS, the Project has been identified as a target industry in the Florida Department of Economic Opportunity Qualified Target Industry list, and identified as target industry in the Ormond Beach Strategic Economic Development Plan, and

WHEREAS, in order to obtain the benefit of the area revitalization, the City is making economic development funds available to Valiant Modular in the amount of $20,834.00, to reimburse fifty percent (50%) of the total cost paid by Valiant Modular to construct the 24" drainage pipe at the Airport Business Park, and

WHEREAS, the City Manager has certified that funds in the amount of $20,834.00 have been appropriated to the General Fund (001) 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 above recitals are true and correct and are incorporated herein by reference.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute a Growth Assistance Agreement with Valiant Modular, L.L.C., and to pay the cost of $20,834.00 from the General Fund to reimburse fifty percent (50%) of the total cost paid by Valiant Modular to construct a 24" drainage pipe at the Airport Business Park. A copy of the

Growth Assistance Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 15th day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

ORMOND BEACH ECONOMIC DEVELOPMENT GROWTH ASSISTANCE AGREEMENT

CITY OF ORMOND BEACH, FLORIDA

and

VALIANT MODULAR, L.L.C.

This Growth Assistance Program Agreement, herein referred to as the "Agreement," is entered by and between the City of Ormond Beach, Florida, a political subdivision of the State of Florida, hereinafter referred to as "City," and Valiant Modular, L.L.C, registered to do business in the State of Florida, herein referred to as "Valiant Modular".

WITNESSETH

WHEREAS, the purpose of the growth assistance funding is to recruit and or retain businesses with high wage private sector employment opportunities for the citizens of Ormond Beach, encourage capital investment for construction of new industrial space or for the modernization of existing commercial property, increase commercial and residential property values; and

WHEREAS, Valiant Modular is a Florida Company located at 15 W. Tower Circle, at the Ormond Beach Airport Business Park, that manufactures modular drive-thru restaurants. Valiant Modular is a key business at the City's Airport Business Park and is currently undergoing Phase 4 of the expansion of their business; and

WHEREAS, during construction of their expansion, Valiant Modular expected a drainage pipe to be in place as indicated in the City's original as-builds for Phase II of the Airport Business Park; however, upon commencement of their expansion, the pipe was not present. It was determined by City staff that the installation of the pipe was not included in the construction for Phase II of the Airport Business Park since there was no immediate need for it. As a result of the missing drainage pipe, Valiant Modular installed a 24" drainage pipe, leading to an additional expense of $41,667.80; and

WHEREAS, the Economic Development Department is proposing to use existing Growth Assistance Program (GAP) funding to reimburse Valiant Modular for fifty percent (50%) of the cost of installation of the 24" drainage pipe in support of the company's continued expansion in the Airport Business Park; and

WHEREAS, in year 2024 Valiant Modular will conclude Phase 4 of their business expansion, including the construction of a 15,000 square foot production space for their growing product line, and will expend approximately $1.4 million in real estate construction and equipment; and

WHEREAS, Valiant Modular's expansion will enable the creation of 26 new jobs over the next three years, with an average annual wage of at least 110% of the Volusia County average wage level; and

WHEREAS, the economic impact analysis indicates a net benefit to the City of $515,214 over a ten-year period, while generating indirect impacts of additional job creation and capital expenditure; and

WHEREAS, the Florida Legislature enacted section 166.021 (8) (a)-(d), Florida Statutes, which grants economic development powers to municipalities and acknowledges that the expenditure of public funds for economic development activities is a valid public purpose; and

WHEREAS, pursuant section 166.021, city economic development activities constituting a public purpose may include, but are not limited to, making grants to private enterprise for recruiting and expansion of businesses existing in the community; and

WHEREAS, the Ormond Beach Strategic Economic Development Plan (SEDP), was adopted by the City Commission on April 18, 2023, which recommends establishing business incentives for qualified businesses as stated in objectives 1.3 and 2.5 of the SEDP; and

WHEREAS, Valiant Modular has been identified as a target industry in the Ormond Beach Strategic Economic Development Plan; and

WHEREAS, to obtain the benefit of the capital investment and additional tax revenue generated by an expansion of a manufacturer in Ormond Beach, and assuring the growth of new private sector employment in the City, the City shall provide an amount, not to exceed $20,834.00, to reimburse fifty percent (50%) of the total cost paid by Valiant Modular to construct the 24" drainage pipe at the Airport Business Park; and

WHEREAS, the total growth assistance funding available under the Agreement is for an amount up to, but not to exceed, twenty thousand eight hundred thirty-four dollars ($20,834.00);

NOW THEREFORE, in consideration of the covenants and considerations herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals

The above recitals are true and correct and form a material part of this Agreement.

Section 2. Definitions

2.1 The "Project" that is subject to this Agreement is the improvement and capital investment at the Project Site in Ormond Beach, specifically the installation of a 24" drainage pipe at the Ormond Beach Airport Business Park.

2.2 The "Project Site" for purposes of this Agreement is approximately located at 15 W. Tower Circle, Ormond Beach, Florida (Volusia County Property Appraiser Parcel ID 413802000030).

Section 3. Effective Date and Term

The Effective Date of this Agreement shall be the date of its proper execution by Valiant Modular and approval by the City Commission, whichever occurs last. The Agreement shall terminate upon Valiant Modular's completion of its eligibility requirements under Section 4.2, unless terminated sooner pursuant to Section 6.3.

Section 4. Eligibility and Payment

4.1 Valiant Modular is eligible for capital investment incentive in the total amount of $20,834.00.

4.2 Valiant Modular eligibility for capital investment incentive is contingent upon:

a. Adoption of a resolution by the City Commission approving the growth assistance funding for the Project.
b. Valiant Modular's completion in year 2024 of its Phase 4, $1.4 million business expansion, including the construction of a 15,000 square foot production space.
c. Valiant Modular maintaining its Florida based manufacturing business at the Project Site for a minimum of ten (10) years from the Effective Date of this Agreement.

4.3 **Capital Investment Incentive Payment**. The maximum capital investment incentive is $20,834.00, which is fifty percent (50%) of the total cost paid by Valiant Modular to construct and install a 24" drainage pipe at the Airport Business Park at a total cost of $41,667.80.

The capital investment incentive shall be paid as follows: Upon completion of Phase 4 of Valiant Modular's expansion, and upon receiving the City's Certificate of Occupancy, Valiant Modular may make application for payment. The application shall include a detailed accounting of the costs and be certified by Valiant Modular. The City of Ormond Beach Chief Building Official shall review and approve of the eligible costs, up to the maximum incentive amount of $20,834.00

Section 5. Records, Audit, Breach, Repayment, Termination, and Notice

5.1 Valiant Modular shall maintain books, records, and other evidence relating to the Project ("Books and Records") in accordance with generally accepted accounting principles, procedures and practices, which documents the Property in a manner that fulfills the requirements of this Agreement.

5.2 Valiant Modular acknowledges the City shall have the right to audit the Books and Records from time to time for compliance by Valiant Modular with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, which shall extend for a period of two (2) years after the term of this Agreement. The cost of any such audit shall be borne by the City.

5.3 The City shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

Section 6. Taxpayer Protection Clause

6.1 **Clawbacks and Rescissions.** The growth assistance funding is designed to provide economic development incentives to Valiant Modular for the capital investment to redevelop and renovate at the Project Site located in Ormond Beach, which will encourage the retention and growth of Valiant Modular in the City of Ormond Beach. The City is also responsible to ensure the proposed growth assistance funding is allocated in accordance with the provisions of this Agreement and that taxpayers receive a fair benefit from the public expenditure. Therefore, Valiant Modular shall be subject to funding recapture or rescission of the Agreement if:

a. Should Valiant Modular fail to maintain its operation at the Project Site for a minimum of ten (10) years from Effective Date of this Agreement, the City's appropriation to Valiant Modular for the capital investment growth assistance funding shall be repaid in full to the City within 30 days of City notification to Valiant Modular.

b. Repayment provisions of section 6.1 survive termination of this Agreement.

6.2 **Repayment.** Valiant Modular shall be liable for repayment of any funds dispersed under the terms of this Agreement that may be deemed by the City to have been dispersed in error.

6.3 **Termination.** If Valiant Modular fails to meet eligibility requirements of section 4.2, and such failure continues after the City provides 30 days written notice to Valiant Modular, or in the event Valiant Modular files for bankruptcy protection or is subject to an involuntary bankruptcy, the City has the right to immediately terminate this Agreement. If upon termination of this Agreement, Valiant Modular has received an amount of installment payments less than the amount set forth in section 4, the City shall have no

obligation to pay the deficiency, however Valiant Modular shall be liable to the City for any funds subject to reimbursement or return pursuant to section 6.1 of this Agreement.

6.4 **Waiver**. Waiver by the City or breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provisions or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

6.5 **Severability**. If any term or provision of this Agreement shall, to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected in anyway, and each remaining term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.6 **Notices**. Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addressees below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

City of Ormond Beach	Valiant Modular, L.L.C.
City Manager, Joyce Shanahan	Bill Starcevic, President/CEO
22 South Beach Street	15 W. Tower Circle,
Ormond Beach, Florida 32174	Ormond Beach, Florida 32174
_____	_____

Section 7. Indemnification and Attorneys Fees

To the fullest extent permitted by law, each party to this Agreement shall be solely responsible for all claims, including but not limited to, suits, actions, legal or administration proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly each party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims. Nothing herein shall be construed as a waiver of the City's limitation of liability for tort claims as provided in Florida Statutes Section 788.28 (2012).

If either party takes any action to enforce the terms of this Agreement, the prevailing party in any action shall be liable to the other party for all of its costs and fees, including but not limited to reasonable attorneys' fees, litigation costs, expert fees and investigation costs from the time the breach occurs through any trials, appeals or administrative action.

Section 8. Assignment

Valiant Modular shall not assign any rights or duties under this Agreement to any other party without the prior written consent of the City. Such consent shall not be unreasonably

withheld to the extent that any successors or assigns to Valiant Modular shall satisfactorily meet all eligibility criteria and other requirements of this Agreement.

Section 9. Laws and Venue and Waiver

9.1 Valiant Modular will comply with all applicable federal, state and local laws and rules and regulations.

9.2 This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida, and venue shall lie in the Circuit Court of Volusia County, Florida, in the event of litigation proceedings in connection with this Agreement.

9.3 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.

Section 10. Other Conditions

10.1 The parties agree that this Agreement constitutes the entire Agreement of the parties. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when such have been reduced to writing, signed by both parties, and approved by City Commission.

10.2 The name of the official payee to whom the City shall issue checks shall be Valiant Modular, L.L.C.

10.3 This Agreement is for the benefit of the City and Valiant Modular, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity or agencies, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates indicated below.

DATED this _____ day of _____, 2024.

Witnesses:

_____
Print Name: _____

_____
Print Name: _____

CITY OF ORMOND BEACH

By: _____
BILL PARTINGTON
Mayor

Attest: _____
JOYCE A. SHANAHAN
City Manager

DATED this _____ day of _____, 2024.

Witnesses:

_____
Print Name: _____

_____
Print Name: _____

VALIANT MODULAR, L.L.C.

By: _____
Print Name: _____
Title: _____

Attest: _____
Print Name: _____
Title: _____

IMPACT REPORT - CURRENT & EXPANSION

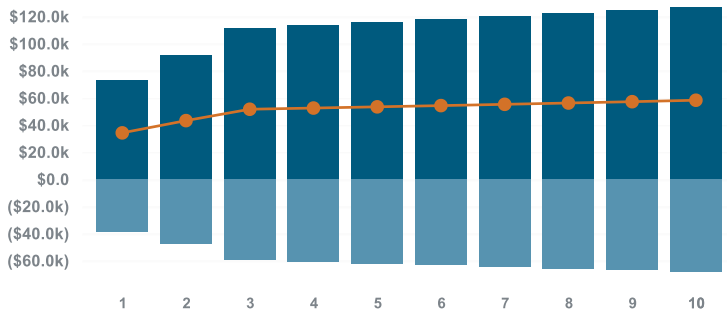
MODULAR

Valiant Modular Infrastructure Incentive Request

Business Retention & Expansion | Manufacturing

City of Ormond Beach

BENEFITS	COSTS	NET BENEFITS
$1,112,946	($597,732)	$515,214



JOBS

88.6 Total
61.0 Direct
27.6 Spin-off

26.0 New Jobs @ $54,000
35.0 Retained Jobs @ $55,000
61.0 Direct Jobs @ $54,814

SALARIES

$49,720 Avg
$54,814 Direct
$38,467 Spin-off

CAPITAL INVEST.

$1.4M
Buildings + FF&E

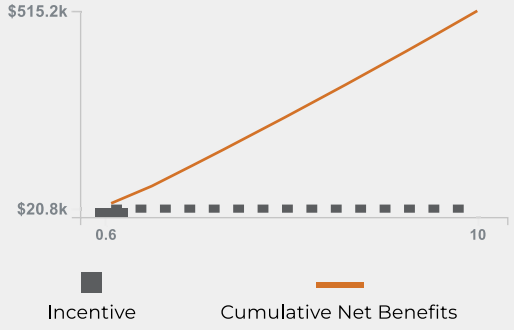
NET BENEFITS	$515,214
Present Value	$391,137

BENEFITS	
Real Property Taxes	$50,772
FF&E Property Taxes	$7,243
New Residential Property Taxes	$3,073
Utility Revenue	$759,416
Utility Franchise Fees	$54,630
Miscellaneous Taxes and User Fees	$164,642
Communications Services Taxes	$18,681
Utility Service Taxes	$49,817
State Shared Revenue	$4,672
Benefits Subtotal	**$1,112,946**

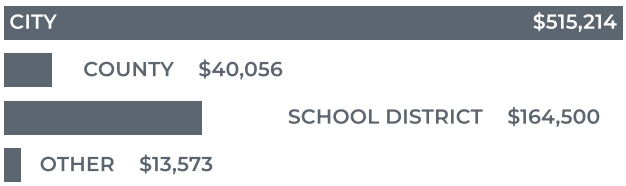
COSTS	
Cost of Government Services	($307,158)
Cost of Utility Services	($290,574)
Costs Subtotal	**($597,732)**

INCENTIVE ANALYSIS

$20,834	$801
Total Incentive	Per New Job
247.3%	**0.6 Yrs**
Rate of Return	Payback Period



NET BENEFITS OVER 10 YEARS



IMPACT DASHBOARD

Modular - Impact Report - Current & Expansion

Valiant Modular Infrastructure Incentive Request

Project Type: Business Retention & Expansion
Industry: Manufacturing
Prepared By: City of Ormond Beach

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by City of Ormond Beach using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for City of Ormond Beach.

This report, generated by the Impact DashBoard application, has been prepared by City of Ormond Beach to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. City of Ormond Beach made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

City of Ormond Beach and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Valiant Modular manufacturers modular quick-service restaurants and convenience stores. They are built at the Ormond Beach facility and then shipped to and installed on the location of the new facility. The company has been in Ormond Beach since 1992 and has expanded their production to meet increased demand over the last twenty years.

This current expansion represents the third of four phases. The company completed two additional expansions of their facility. Previously the company expanded in 2013 when they added 20,000 square feet of production space expending approximately $1.3 million in capital expenditure. The current expansion adds approximately 12,500 square feet of warehouse space and the additional of machinery and equipment. The warehouse will allow them to house equipment and component parts used in manufacturing. This will free provide more production space in the existing facilities thereby increasing efficiency in the production of the modular restaurants. Phase 4 will commence in 2024 and a 15,000-sf facility will be built.

Existing & Expanded Operations

The Project under analysis represents the expansion of an existing business. The table below illustrates the economic impact over the next 10 years including both the current and expanded operations.

ECONOMIC IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS IN CITY OF ORMOND BEACH			
	[illegible]	[illegible]	[illegible]
[illegible]			
Direct	35.0	26.0	61.0
Spin-off	15.8	11.8	27.6
Jobs Total	**50.8**	**37.8**	**88.6**
SALARIES			
Direct	$21,078,213	$13,850,608	$34,928,821
Spin-off	$6,696,137	$4,400,068	$11,096,205
Salaries Total	**$27,774,350**	**$18,250,676**	**$46,025,027**

The table below summarizes the fiscal impact, the net benefits for local taxing districts, over the next 10 years including both the current and expanded operations.

FISCAL IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS			
	[illegible]		
	[illegible]	[illegible]	[illegible]S
City of Ormond Beach	$267,885	$247,329	$515,214
Volusia County	($21,461)	$61,518	$40,056
Volusia County Public Schools	$27,109	$137,392	$164,500
St. John's River WMD	$0	$4,024	$4,024
Florida Inland Navigation District	$0	$492	$492
Halifax Hospital Authority	$0	$4,950	$4,950
Mosquito Control District	$0	$2,740	$2,740
Ponce Inlet & Port Authority	$0	$1,366	$1,366
	$273,532	**$459,811**	**$733,344**

The remainder of this report will focus on the total combined economic and fiscal impact associated with the current and expanded operations.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF ORMOND BEACH			
[illegible]	[illegible]	[illegible]	[illegible]
Jobs	61.0	27.6	**88.6**
Annual Salaries/Wages at Full Ops (Yr 3)	$3,463,492	$1,100,284	**$4,563,775**
Salaries/Wages over 10 Years	$34,928,821	$11,096,205	**$46,025,027**

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF ORMOND BEACH			
[illegible]	[illegible]	[illegible]	[illegible]
Workers who will move to City of Ormond Beach	1.6	0.7	**2.3**
New residents in City of Ormond Beach	4.1	1.8	**5.9**
New residential properties constructed in City of Ormond Beach	0.2	0.1	**0.3**
New students to attend local school district	0.8	0.4	**1.1**

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

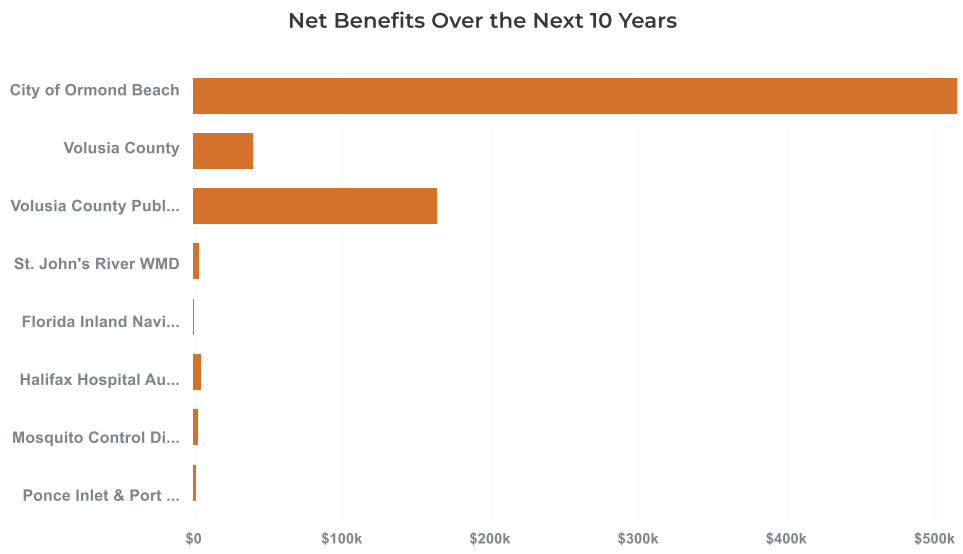
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF ORMOND BEACH						
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1	$21,839	$0	$700,000	$150,000	*$850,000*	**$871,839**
2	$44,551	$0	$1,114,000	$285,000	*$1,399,000*	**$1,443,551**
3	$73,844	$0	$1,136,280	$255,000	*$1,391,280*	**$1,465,124**
4	$75,321	$0	$1,159,006	$225,000	*$1,384,006*	**$1,459,327**
5	$76,827	$0	$1,182,186	$195,000	*$1,377,186*	**$1,454,013**
6	$78,364	$0	$1,205,829	$165,000	*$1,370,829*	**$1,449,193**
7	$79,931	$0	$1,229,946	$135,000	*$1,364,946*	**$1,444,877**
8	$81,530	$0	$1,254,545	$105,000	*$1,359,545*	**$1,441,075**
9	$83,160	$0	$1,279,636	$75,000	*$1,354,636*	**$1,437,796**
10	$84,824	$0	$1,305,229	$60,000	*$1,365,229*	**$1,450,052**

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	[illegible]	[illegible]	[illegible]	[illegible]
City of Ormond Beach	$1,112,946	($597,732)	$515,214	$391,137
Volusia County	$433,120	($393,064)	$40,056	$31,163
Volusia County Public Schools	$342,915	($178,414)	$164,500	$125,508
St. John's River WMD	$4,024	$0	$4,024	$3,070
Florida Inland Navigation District	$492	$0	$492	$376
Halifax Hospital Authority	$4,950	$0	$4,950	$3,786
Mosquito Control District	$2,740	$0	$2,740	$2,094
Ponce Inlet & Port Authority	$1,366	$0	$1,366	$1,044
Total	**$1,902,554**	**($1,169,210)**	**$733,344**	**$558,177**

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

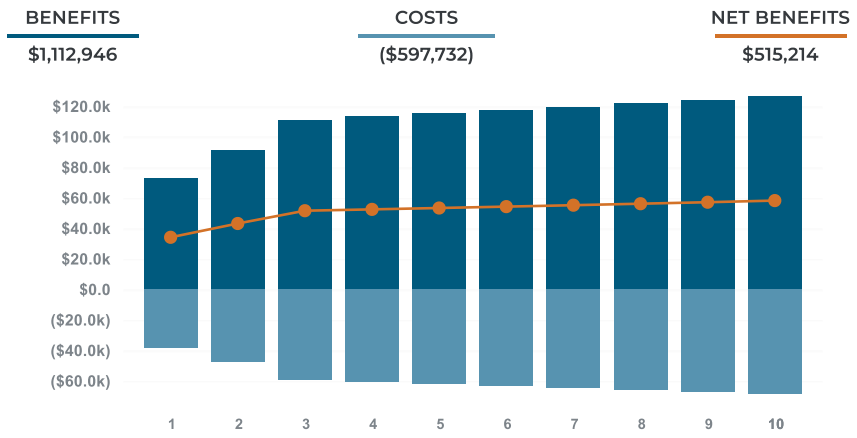
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Ormond Beach	$20,834	$20,834
Volusia County	$0	$0
Volusia County Public Schools	$0	$0
St. John's River WMD	$0	$0
Florida Inland Navigation District	$0	$0
Halifax Hospital Authority	$0	$0
Mosquito Control District	$0	$0
Ponce Inlet & Port Authority	$0	$0
Total	**$20,834**	**$20,834**

City of Ormond Beach Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Ormond Beach over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: CITY OF ORMOND BEACH			
[illegible]	[illegible]	[illegible]	[illegible]
Real Property Taxes	$0	$50,772	$50,772
FF&E Property Taxes	$0	$7,243	$7,243
New Residential Property Taxes	$0	$3,073	$3,073
Utility Revenue	$439,577	$319,840	$759,416
Utility Franchise Fees	$30,276	$24,354	$54,630
Miscellaneous Taxes and User Fees	$91,211	$73,431	$164,642
Communications Services Taxes	$10,347	$8,334	$18,681
Utility Service Taxes	$27,593	$22,223	$49,817
State Shared Revenue	$0	$4,672	$4,672
Benefits Subtotal	**$599,004**	**$513,942**	**$1,112,946**
[illegible]	[illegible]	[illegible]	[illegible]
Cost of Government Services	($170,159)	($136,999)	($307,158)
Cost of Utility Services	($160,961)	($129,614)	($290,574)
Costs Subtotal	**($331,120)**	**($266,612)**	**($597,732)**
Net Benefits	**$267,885**	**$247,329**	**$515,214**

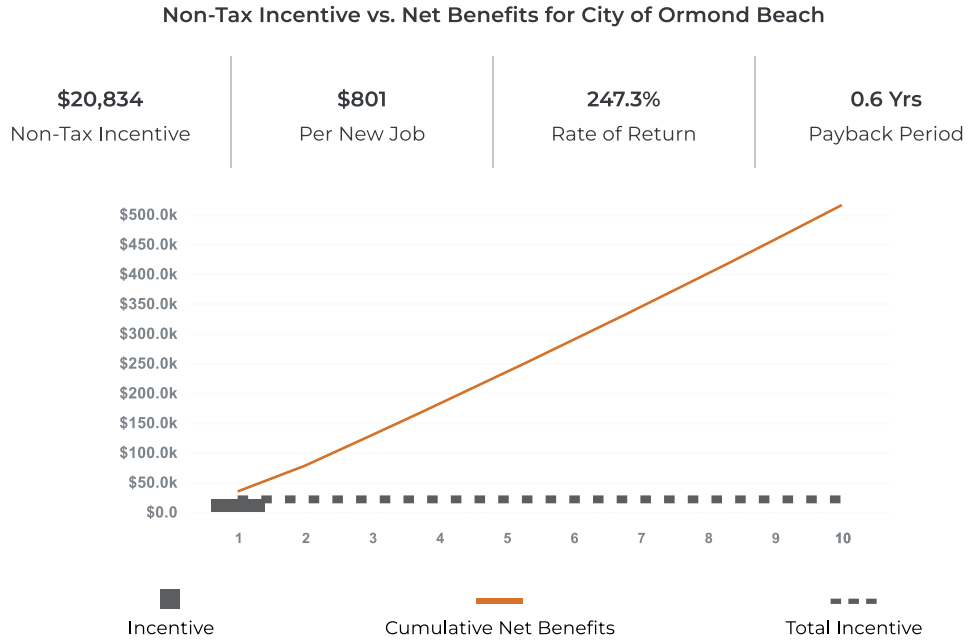
Annual Fiscal Net Benefits for City of Ormond Beach



City of Ormond Beach Public Support

Non-Tax Incentives

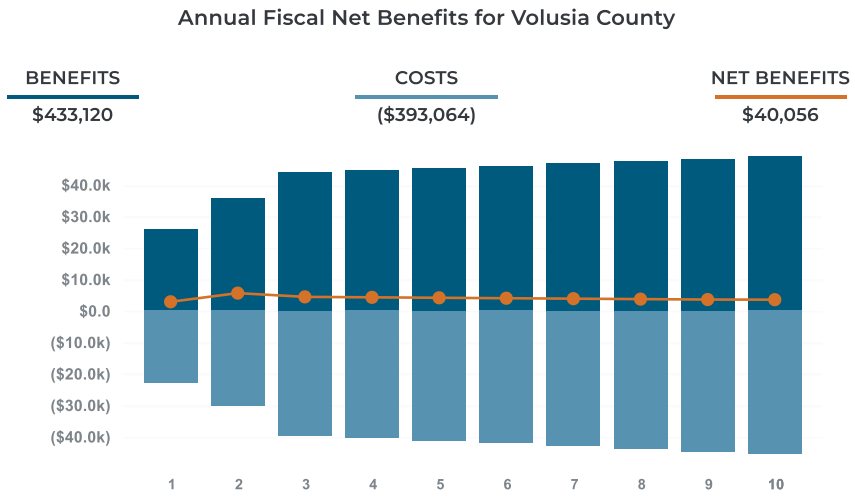
The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Ormond Beach. The intersection indicates the length of time until the incentives are paid back.



Volusia County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Volusia County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: VOLUSIA COUNTY			
[illegible]	[illegible]	[illegible]	[illegible]
Sales Taxes	$0	$0	$0
Real Property Taxes	$0	$76,877	$76,877
FF&E Property Taxes	$0	$10,967	$10,967
New Residential Property Taxes	$0	$14,745	$14,745
Tourist Development Taxes	$0	$0	$0
Building Permits and Fees	$0	$0	$0
Utility Revenue	$48,288	$42,967	$91,255
Miscellaneous Taxes and User Fees	$108,457	$130,819	$239,276
Benefits Subtotal	**$156,745**	**$276,375**	**$433,120**
[illegible]	[illegible]	[illegible]	[illegible]
Cost of Government Services	($155,212)	($187,128)	($342,341)
Cost of Utility Services	($22,994)	($27,729)	($50,723)
Costs Subtotal	**($178,207)**	**($214,857)**	**($393,064)**
Net Benefits	**($21,461)**	**$61,518**	**$40,056**

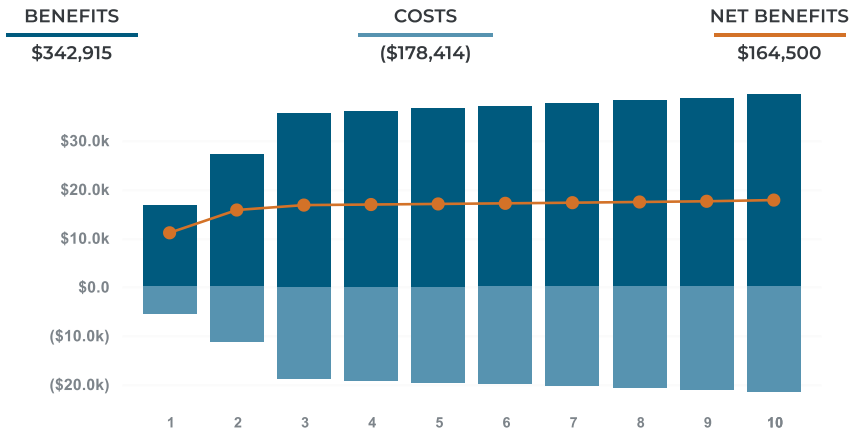


Volusia County Public Schools Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Volusia County Public Schools over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: VOLUSIA COUNTY PUBLIC SCHOOLS			
[illegible]	[illegible]	[illegible]	[illegible]
Sales Taxes	$27,109	$20,610	$47,719
Real Property Taxes	$0	$72,650	$72,650
FF&E Property Taxes	$0	$10,364	$10,364
New Residential Property Taxes	$0	$15,639	$15,639
Addtl. State & Federal School Funding	$0	$196,543	$196,543
Benefits Subtotal	**$27,109**	**$315,806**	**$342,915**
[illegible]	[illegible]	[illegible]	[illegible]
Cost to Educate New Students	$0	($178,414)	($178,414)
Costs Subtotal	**$0**	**($178,414)**	**($178,414)**
Net Benefits	**$27,109**	**$137,392**	**$164,500**

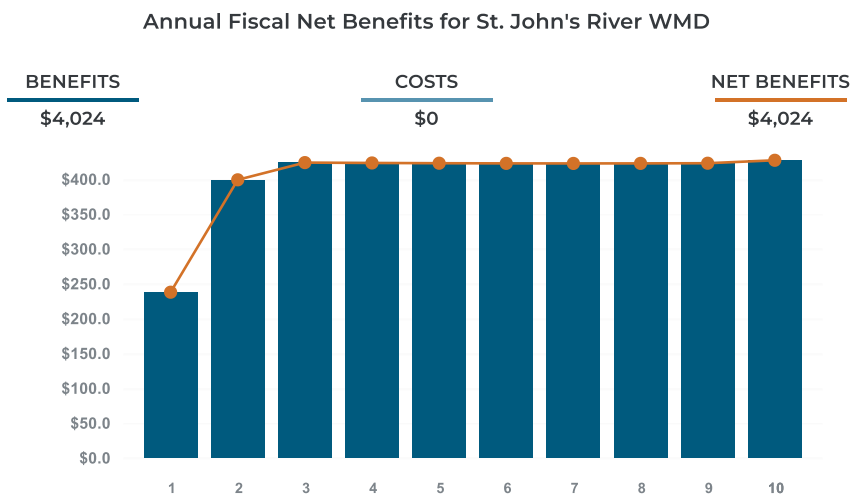
Annual Fiscal Net Benefits for Volusia County Public Schools



St. John's River WMD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by St. John's River WMD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: ST. JOHN'S RIVER WMD			
[illegible]	[illegible]	[illegible]	[illegible]
Real Property Taxes	$0	$2,963	$2,963
FF&E Property Taxes	$0	$423	$423
New Residential Property Taxes	$0	$638	$638
Benefits Subtotal	**$0**	**$4,024**	**$4,024**
[illegible]	[illegible]	[illegible]	[illegible]
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$0**	**$4,024**	**$4,024**



Florida Inland Navigation District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Florida Inland Navigation District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: FLORIDA INLAND NAVIGATION DISTRICT			
[illegible]	[illegible]	[illegible]	[illegible]
Real Property Taxes	$0	$370	$370
FF&E Property Taxes	$0	$53	$53
New Residential Property Taxes	$0	$70	$70
Benefits Subtotal	**$0**	**$492**	**$492**
[illegible]	[illegible]	[illegible]	[illegible]
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$0**	**$492**	**$492**

Annual Fiscal Net Benefits for Florida Inland Navigation District



Halifax Hospital Authority Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Halifax Hospital Authority over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HALIFAX HOSPITAL AUTHORITY			
[illegible]	[illegible]	[illegible]	[illegible]
Real Property Taxes	$0	$4,102	$4,102
FF&E Property Taxes	$0	$585	$585
New Residential Property Taxes	$0	$263	$263
Benefits Subtotal	**$0**	**$4,950**	**$4,950**
[illegible]	[illegible]	[illegible]	[illegible]
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$0**	**$4,950**	**$4,950**

Annual Fiscal Net Benefits for Halifax Hospital Authority



Mosquito Control District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Mosquito Control District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: MOSQUITO CONTROL DISTRICT			
[illegible]	[illegible]	[illegible]	[illegible]
Real Property Taxes	$0	$2,175	$2,175
FF&E Property Taxes	$0	$310	$310
New Residential Property Taxes	$0	$255	$255
Benefits Subtotal	**$0**	**$2,740**	**$2,740**
[illegible]	[illegible]	[illegible]	[illegible]
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$0**	**$2,740**	**$2,740**

Annual Fiscal Net Benefits for Mosquito Control District



Ponce Inlet & Port Authority Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Ponce Inlet & Port Authority over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: PONCE INLET & PORT AUTHORITY			
[illegible]	[illegible]	[illegible]	[illegible]
Real Property Taxes	$0	$1,075	$1,075
FF&E Property Taxes	$0	$153	$153
New Residential Property Taxes	$0	$138	$138
Benefits Subtotal	**$0**	**$1,366**	**$1,366**
[illegible]	[illegible]	[illegible]	[illegible]
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$0**	**$1,366**	**$1,366**

Annual Fiscal Net Benefits for Ponce Inlet & Port Authority



Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

Employment Multiplier	(Type II Direct Effect)	1.4527
Earnings Multiplier	(Type II Direct Effect)	1.3177

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

0

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

APPROVED
Site Plan Review Committee
PZ-22-027
Stamped By: Steven Spraker
11/14/22 11:37 AM

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

MATCH EXIST GRADE
EXIST VEGETATION/
WOOD LINE
EL.=±25.0

WETLAND
EL.=±23.8

WETLAND BUFFER EL.=±24.5

20' EASEMENT

5'

PROPOSED SILT FENCE

4:1 SLOPE

EL.=28.95

PROPOSED BUILDING

EL.=28.95

1.8% SLOPE

CENTER LINE PARKING/LOADING AREA
EL. = 27.90

1.8% SLOPE

GRASS PARKING AREA
EL.=28.95

25:1 SLOPE

WETLAND BUFFER

EXIST WOOD LINE

20' (APPROX)

18' (APPROX)

38' (APPROX)

25'

75'

105'

SECTION A–A
N.T.S.

RA-2A
EXISTING WET STORMWATER DETENTION POND
T.O.B. EL.= 25.20
BOTTOM EL. = 19.00

WETLAND
CONSERVATION EASEMENT

WETLAND

RUNWAY DRIVE
(60' R/W)

W. TOWER CIRCLE
(60' R/W)

EXISTING 24" STORMWATER RCP

EXISTING 8" PVC SANITARY SEWER

EXISTING 8" PVC WATER MAIN

EXISTING 6" PVC FIRE LINE

EXISTING 6" PVC FIRE LINE & FIRE HYDRANT ASSEMBLY

EXISTING 24" STORMWATER RCP

EXISTING 20' DRAINAGE, UTILITY & ACCESS EASEMENT

EXISTING 20' X 90' CONCRETE LOADING DOCK

EXIST FIRE LINE 8"X6" TAPPING SLEEVE AND VALVE TO REMAIN UNDISTURBED

ST3–7
18" YARD DRAIN WITH CIRCULAR GRATE
T.C. = 28.00
INV. = 23.21 E

EXIST STORM SEWER MANHOLE
T.C.=26.70
24" RCP INV (N) 18.10
24" RCP INV (W) 18.20

EXIST 12" HDPE ROOF DRAIN @ 0.30% & ADS INSERT TEE (TYP)

EXISTING 18" INLINE ROOF DRAIN
TC = 27.10
INV = 23.15

EXIST STORM SEWER INLET
T.C.=28.19
18" INV (E) 22.84

EXIST STORM SEWER INLET
T.C.=28.06
18" INV (W) 23.06

E.G. 29.03
M.E.G. 28.79

PROPOSED ROOF DRAIN: ADS INSERTA TEE (TYP)

161 LF– 12" HDPE @ 0.30%

EXISTING 6" PVC FIRE LINE TO REMAIN UNDISTURBED

ST3–1
TYPE C INLET – INDEX NO. 425–052
T.C. = 28.60
INV. = 24.05 S

PROPOSED RELOCATED PRIVATE FIRE HYDRANT ASSEMBLY

EXISTING MANUFACTURING BUILDING
200' x 70' (14,000 SF)
F.F.EL. = 29.00

PROPOSED MANUFACTURING BUILDING
150' x 75' (11,250 SF)
F.F.EL. = 29.00

E.G. 29.00 | E.G. 28.93 | E.G. 28.93 | E.G. 28.93 | E.G. 29.05 | E.G. 29.12

M.E.G. ±28.52
M.E.G. ±28.66
M.E.G. ±28.24

E.G. T.C.=28.10
E.G. T.C.=28.11
E.G. T.C.=28.06
E.G. T.C.=28.47

EXIST TYPE C INLET
T.C.=28.11
18" INV. (E) 22.69
18" INV (W) 22.65

EXIST TYPE C INLET
T.C.=28.06
18" INV (W) 23.51

ST3–2
TYPE C INLET – INDEX NO. 425–052
T.C. = 28.00
INV. = 23.77 N
INV. = 23.76 E

M.E.G. ±28.80
M.E.G. ±28.82
M.E.G. ±28.29

E.G. 28.87 | E.G. 28.85 | E.G. 28.86 | E.G. 28.82 | M.E.G. ±28.95 | M.E.G. ±28.38

EXISTING OFFICE BUILDING
100' x 25' (2,500 SF)

EXISTING MANUFACTURING BUILDING
200' x 100' (20,000 SF)
F.F.EL. = 29.00

EXISTING 22' WIDE CONCRETE FIRE ACCESS LANE

EXIST STORM SEWER INLET
T.C.=27.38
18" INV (W) 25.12

E.G. 25.21

CONTRACTOR TO GRADE AT 4:1 TO THE NATURAL VEGETATION LINE (TYP)

CONTRACTOR TO GRADE AT 4:1 TO THE NATURAL VEGETATION/WOOD LINE

EXISTING VEGETATION/WOOD LINE (TYP)

RELOCATED 20' DRAINAGE, UTILITY & ACCESS EASEMENT

EXISTING 20' DRAINAGE, UTILITY & ACCESS EASEMENT

Pipe and existing structure not found

78 LF– 24" HDPE @ 0.30%

CONTRACTOR SHALL CORE INTO EXIST STORMWATER MANHOLE FOR PROPOSED 24" HDPE CONNECTION INV EL. 21.1

EXISTING 24" STORMWATER STUB–OUT INV EL. 21.1

ST3–6
MANHOLE (60" DIA.) – INDEX NO. 425–001
T.C. = 28.00
INV. = 22.74 S
INV. = 21.34 E
INV. = 22.73 W

74 LF– 24" HDPE @ 0.30%

ST3–8
STUB OUT FROM PHASE 3
INV. = 23.06 W
INV. = 23.06 E

29 LF– 24" HDPE @ 0.30%

ST3–5
MANHOLE (60" DIA.) – INDEX NO. 425–001
T.C. = 28.75
INV. = 22.97 E
INV. = 22.96 N
INV. = 23.02 S

29 LF– 18" HDPE @ 0.30%

CONTRACTOR TO GRADE AT 3:1 TO THE NATURAL VEGETATION (TYP)

PROPOSED PRIVATE FIRE HYDRANT ASSEMBLY

ST3–4
TYPE C INLET – INDEX NO. 425–052
T.C. = 27.80
INV. = 23.21 W
INV. = 23.20 N

ST3–3
TYPE C INLET – INDEX NO. 425–052
T.C. = 28.00
INV. = 23.48 W
INV. = 23.47 E

90 LF– 18" HDPE @ 0.30%

95 LF– 18" HDPE @ 0.30%

86 LF– 18" HDPE @ 0.30%

PROPOSED SANITARY SEWER TO CROSS UNDER PROPOSED STORM WATER SERVICE. CONTRACTOR TO CONFIRM THERE IS A MIN 12" OF SEPARATION WITH THE PROPOSED STORM WATER PIPE (SEE DETAIL SHEET C–15).

PROPOSED 194' X 100' GRASS PARKING AREA

60' DRAINAGE, UTILITY & ACCESS EASEMENT

PROPERTY LINE (TYP)

PHASE 1 & 2 ***PHASE 3***

PARCEL ID 413802000020
ORB 7508, PG 1661

PARCEL ID 413802000004
ORB 5334, PG 4121

PARCEL ID 421802000610
ORB 7378, PG 830

0 15 30 45 60
SCALE : 1" = 30'

LEGEND:

- WETLAND BUFFER
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED ROOF DRAIN
- 38.20 PROPOSED GRADE
- M.E.G. PROPOSED MATCH EXISTING GRADE LABEL
- E.G. EXISTING GRADE LABEL
- FFE PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION

NO	DATE	BY	SUBMITTALS / REVISIONS
1	02-21-22	KR/AMM	INITIAL SUBMITTAL TO THE CITY OF ORMOND BEACH
2	07-22-22	KR/AMM	REVISED PER CITY COMMENTS DATED 3-8-2022
3	09-02-22	KR/AMM	REVISED PER CITY COMMENTS DATED 8-4-2022
4	10-12-22	KR/AMM	REVISED PER CITY COMMENTS DATED 9-12-2022

VALIANT DINERS
EXPANSION-PHASE III & IV
FINAL ENGINEERING PLANS
PHASE III - PAVING, GRADING & DRAINAGE PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: 13135
DESIGNED BY: AMM/KR
DRAFTED BY: AMM
CHECKED BY: KR

DRAWING FILE: 08-13135-PH3_PGD
XREF'S: 13135-PH3_BASE.DWG
XREF'S: 13135-PH3-4_SURV 2022-10-06

This item has been electronically signed and sealed by Kristopher Rowley, P.E. using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
2022.10.12 18:10:15-04'00'
KRIS ROWLEY, P.E. NO. 84263
NOT VALID WITHOUT SEAL

SHEET: C08 OF 18

R:\13135\FINAL ENGINEERING PLANS\CADD\08-13135-PH3_PGD.DWG – PRINTED: 10/12/2022 5:43 PM

Valiant Diner

1 message

Joe Weber Jr <joejr@jdweberconstruction.com> Tue, Mar 14, 2023 at 4:11 PM

To: Kris Rowley <krowley@zevcohen.com>, William Starcevic <bill@valiantmodular.com>

Good afternoon Kris-

Upon further investigation, we have determined the 24” drainage pipe that is shown on the approved plan, is not present. There is a knockout in the existing junction manhole approx. 260 LF to the east, but no pipe extension. Bill has agreed to pay for the new 24” pipe to be installed and we plan to move in that direction, but I believe you are going to need to provide some type of design in order to do this work, and for purposes of City of Ormond Beach approval and inspection. Please let me know your thoughts or if you need anything additional from me at this time.

Thanks,

Joe Weber, Jr.

150 Business Center Drive

Ormond Beach, FL 32174

Office (386) 671-2727

Fax (386) 671-2471

Cell (386) 547-6093

Email:joejr@jdweberconstruction.com

Follow the link below to find us on the internet:

JD WEBER CONSTRUCTION

TOTAL SITE DEVELOPMENT



April 17, 2023

To: Valiant Equipment
Attn: Bill Starcevic

Valiant Diners Expansion Phase 3
Ormond Beach, FL
Change Order #2

ADD THE FOLLOWING

1.	Draiange System				
A.	24" HDPE	247	LF	86.40	21,340.80
B.	Dewatering	1	LS	6,077.00	6,077.00
C.	Plug exisitng drainage system	1	LS	5,538.00	5,538.00
2.	Clearing & grubbing drainage easement	1	LS	8,252.00	8,252.00
3.	As-built drawings	1	LS	460.00	460.00
	Grand Total:				**$ 41,667.80**

Signed:_____Joe Weber, Jr._____
J.D. Weber Construction Co.

P.O. Box 730386 - Ormond Beach, Florida 321713-0386 - Office: 386-671-2727 ; Fax: 386-671-2471

G702 **APPLICATION and CERTIFICATE for PAYMENT**

To: Valiant Equipment
Attn: Bill Starcevic

Project: Valiant Diners Expansion Phase 3
Ormond Beach, FL

Application No: 4 - FINAL
App. Date: May 23, 2023
Period to: May 25, 2023
Project No:
Contract Date:

Distribution to:
☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

From: JD Weber Construction Co.
150 Business Center Drive
Ormond Beach, FL 32174

Contract For:

Via Architect:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM		302,501.12
2. Net Change By Change Orders		78,666.60
3. CONTRACT SUM TO DATE		381,167.72
4. TOTAL COMPLETED AND STORED TO DATE		381,167.72
5. RETAINAGE:		
a. 0% of Completed Work	0.00	
b. of Stored Material	0.00	
TOTAL RETAINAGE		0.00
6. TOTAL EARNED LESS RETAINAGE		381,167.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		343,050.95
8. CURRENT PAYMENT DUE		38,116.77
9. BALANCE TO FINISH, INCLUDING RETAINAGE		0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	78,666.60	0.00
Total approval this Month	0.00	0.00
TOTALS	78,666.60	0.00
NET CHANGES by Change Order	78,666.60	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JD Weber Construction Co.

By: _____ Date: May 23, 2023
Joseph D. Weber

State of: Florida County of: Volusia

Subscribed and sworn before me this 23rd day of May, 2023

Notary Public State of Florida
Kelley L Picklesimer
My Commission GG 349843
Expires 06/30/2023

Joseph D. Weber personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: Kelley Picklesimer My Commission expires: 6/30/2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 4 - FINAL
App. Date: May 23, 2023
Period to: May 25, 2023
Project No:

A	B		C		D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type	Schedule of Values		Work Completed From Previous Application(s)	Work Completed This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
1	MISCELLANEOUS ITEMS		Amt Qty								
1a	Mobilization	3,270.00 LD	Amt Qty	3,270.00 1.00	3,270.00 1.00	0.00 0.00		3,270.00 1.00	100.00	0.00 0.00	0.00
1b	Survey layout & as-built drawings	7,600.00 LS	Amt Qty	7,600.00 1.00	7,600.00 1.00	0.00 0.00		7,600.00 1.00	100.00	0.00 0.00	0.00
1c	Testing	2,900.00 LS	Amt Qty	2,900.00 1.00	2,900.00 1.00	0.00 0.00		2,900.00 1.00	100.00	0.00 0.00	0.00
		SUBTOTAL:		13,770.00	13,770.00	0.00		13,770.00	100.00	0.00	0.00
2	STORMWATER PREVENTION		Amt Qty								
2a	Silt fence	1.85 LF	Amt Qty	1,665.00 900.00	1,665.00 900.00	0.00 0.00		1,665.00 900.00	100.00	0.00 0.00	0.00
2b	Construction entrance	4,340.00 LS	Amt Qty	4,340.00 1.00	4,340.00 1.00	0.00 0.00		4,340.00 1.00	100.00	0.00 0.00	0.00
2c	SWPPP	Not Required	Amt Qty								
2d	NOI	Not Required	Amt Qty								
		SUBTOTAL:		6,005.00	6,005.00	0.00		6,005.00	100.00	0.00	0.00
3	EARTHWORK		Amt Qty								
3a	Clearing & grubbing	20,300.00 AC	Amt Qty	21,924.00 1.08	21,924.00 1.08	0.00 0.00		21,924.00 1.08	100.00	0.00 0.00	0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

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Use Column I on Contracts where variable retainage for line items may apply.

Application No: 4 - FINAL
App. Date: May 23, 2023
Period to: May 25, 2023
Project No:

A	B		C		D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type	Schedule of Values		Work Completed From Previous Application(s)	Work Completed This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
3b	Site grading	9,800.00 LS	Amt Qty	9,800.00 1.00	9,800.00 1.00	0.00 0.00		9,800.00 1.00	100.00	0.00 0.00	0.00
3c	Import, place & compact fill	14.20 CY	Amt Qty	97,326.80 6,854.00	97,326.80 6,854.00	0.00 0.00		97,326.80 6,854.00	100.00	0.00 0.00	0.00
3d	Fine grade site	0.09 SF	Amt Qty	4,239.72 47,108.00	4,239.72 47,108.00	0.00 0.00		4,239.72 47,108.00	100.00	0.00 0.00	0.00
3e	Grade building pad	0.32 SF	Amt Qty	3,600.00 11,250.00	3,600.00 11,250.00	0.00 0.00		3,600.00 11,250.00	100.00	0.00 0.00	0.00
		SUBTOTAL:		136,890.52	136,890.52	0.00		136,890.52	100.00	0.00	0.00
4	Striping & signage	By Owner	Amt Qty								
		SUBTOTAL:									
5	DRAINAGE		Amt Qty								
5a	24" HDPE	86.40 LF	Amt Qty	18,230.40 211.00	18,230.40 211.00	0.00 0.00		18,230.40 211.00	100.00	0.00 0.00	0.00
5b	18" HDPE	61.60 LF	Amt Qty	5,852.00 95.00	5,852.00 95.00	0.00 0.00		5,852.00 95.00	100.00	0.00 0.00	0.00
5c	18" RCP	64.70 LF	Amt Qty	11,387.20 176.00	11,387.20 176.00	0.00 0.00		11,387.20 176.00	100.00	0.00 0.00	0.00
5d	12" HDPE	44.90 LF	Amt Qty	7,184.00 160.00	7,184.00 160.00	0.00 0.00		7,184.00 160.00	100.00	0.00 0.00	0.00
5e	Junction manhole	4,900.00 EA	Amt Qty	4,900.00 1.00	4,900.00 1.00	0.00 0.00		4,900.00 1.00	100.00	0.00 0.00	0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
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Use Column I on Contracts where variable retainage for line items may apply.

Application No: 4 - FINAL
App. Date: May 23, 2023
Period to: May 25, 2023
Project No:

A	B		C		D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type	Schedule of Values		Work Completed From Previous Application(s)	Work Completed This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
5f	Type "C" Inlet	2,690.00 EA	Amt Qty	10,760.00 4.00	10,760.00 4.00	0.00 0.00		10,760.00 4.00	100.00	0.00 0.00	0.00
5g	18" Yard drain	3,270.00 EA	Amt Qty	3,270.00 1.00	3,270.00 1.00	0.00 0.00		3,270.00 1.00	100.00	0.00 0.00	0.00
5h	Roof drain connection	480.00 EA	Amt Qty	2,880.00 6.00	2,880.00 6.00	0.00 0.00		2,880.00 6.00	100.00	0.00 0.00	0.00
5i	Connect to existing 24" stub	5,215.00 EA	Amt Qty	5,215.00 1.00	5,215.00 1.00	0.00 0.00		5,215.00 1.00	100.00	0.00 0.00	0.00
		SUBTOTAL:		69,678.60	69,678.60	0.00		69,678.60	100.00	0.00	0.00
6	SANITARY SEWER		Amt Qty								
6a	6" PVC SDR-26	42.00 LF	Amt Qty	11,214.00 267.00	11,214.00 267.00	0.00 0.00		11,214.00 267.00	100.00	0.00 0.00	0.00
6b	6" Cleanout	530.00 EA	Amt Qty	2,650.00 5.00	2,650.00 5.00	0.00 0.00		2,650.00 5.00	100.00	0.00 0.00	0.00
6c	Connect to existing 8" gravity main	5,940.00 EA	Amt Qty	5,940.00 1.00	5,940.00 1.00	0.00 0.00		5,940.00 1.00	100.00	0.00 0.00	0.00
		SUBTOTAL:		19,804.00	19,804.00	0.00		19,804.00	100.00	0.00	0.00
7	WATER DISTRIBUTION		Amt Qty								
7a	1" Water service	980.00 EA	Amt Qty	980.00 1.00	980.00 1.00	0.00 0.00		980.00 1.00	100.00	0.00 0.00	0.00
7b	8"x1" Tapping saddle & valve	1,870.00 EA	Amt Qty	1,870.00 1.00	1,870.00 1.00	0.00 0.00		1,870.00 1.00	100.00	0.00 0.00	0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 4 - FINAL
App. Date: May 23, 2023
Period to: May 25, 2023
Project No:

A	B			C	D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type		Schedule of Values	Work Completed From Previous Application(s)	Work Completed This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
7c	3/4" RPZ Backflow preventer	1,640.00 EA	Amt	1,640.00	1,640.00	0.00		1,640.00	100.00	0.00	0.00
			Qty	1.00	1.00	0.00		1.00		0.00	
		SUBTOTAL:		4,490.00	4,490.00	0.00		4,490.00	100.00	0.00	0.00
8	OPTIONAL CLEAR & FILL AREA		Amt								
			Qty								
8a	Clear & grubb	20,300.00 AC	Amt	8,932.00	8,932.00	0.00		8,932.00	100.00	0.00	0.00
			Qty	0.44	0.44	0.00		0.44		0.00	
8b	Import fill (3' average acroos site)	14.20 CY	Amt	41,961.00	41,961.00	0.00		41,961.00	100.00	0.00	0.00
			Qty	2,955.00	2,955.00	0.00		2,955.00		0.00	
8c	Survey layout & as-builts	970.00 LS	Amt	970.00	970.00	0.00		970.00	100.00	0.00	0.00
			Qty	1.00	1.00	0.00		1.00		0.00	
		SUBTOTAL:		51,863.00	51,863.00	0.00		51,863.00	100.00	0.00	0.00
9	Change Order #1 - Additional Utility Scope	36,998.80 LS	Amt	36,998.80	36,998.80	0.00		36,998.80	100.00	0.00	0.00
			Qty	1.00	1.00	0.00		1.00		0.00	
		SUBTOTAL:		36,998.80	36,998.80	0.00		36,998.80	100.00	0.00	0.00
10	Change Order #2 - Additional Drainage Conn.	41,667.80 LS	Amt	41,667.80	41,667.80	0.00		41,667.80	100.00	0.00	0.00
			Qty	1.00	1.00	0.00		1.00		0.00	
		SUBTOTAL:		41,667.80	41,667.80	0.00		41,667.80	100.00	0.00	0.00
		GRAND TOTAL:		381,167.72	381,167.72	0.00		381,167.72	100.00	0.00	0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

CITY OF ORMOND BEACH
GROWTH ASSISTANCE PROGRAM
FUND APPLICATION

The Application process requires a pre-application meeting with the Department of Economic Development prior to submitting a formal proposal

The City of Ormond Beach
Department of Economic Development
22 South Beach Street
P.O. Box 277
Ormond Beach. Fl 32175
Phone: 386 676-3266 • Fax: 386 676-3330
brian.rademacher@ormondbeach.org

Ormond Beach Growth Assistance Program Fund Application

1. BUSINESS INFORMATION

A. Name of Business: VALIANT MODULAR LLC

B. Mailing Address: 15 W. TOWER CIRCLE
Street Address

ORMOND BEACH | FL | 32174
City | *State* | *Zip Code*

C. Name of Parent Company:

D. Name of Business Contact: WILLIAM STARCEVIC

Title: VICE-PRESIDENT

Mailing Address: 15 W. TOWER CIRCLE
Street Address

ORMOND BEACH | FL | 32174
City | *State* | *Zip Code*

Telephone: 386-679-2258 **Fax:** N/A

Email: BILL@VALIANTMODULAR.COM **Website:**

E. Business Florida Sales Tax Registration Number: 74-8013219792-7

F. Is the business unit minority owned?

Yes ☑ No ☐ If yes, explain: WOMAN PRESIDENT

2. PROJECT OVERVIEW

A. Which of the following best describes your business:

☐ New business to Ormond Beach

☑ Existing Ormond Beach business creating and / or retaining jobs

10 If an expansion, how many jobs are currently in the expanding business?

B. Give a description of your business, including the primary activities / functions of the business, and the reasons for an expansion in / relocation to Ormond Beach:

We manufacture Modular Drive-Thru Restaurants

C. What is the project's proposed location address:

15 W. TOWER CIRCLE
Street Address

ORMOND BEACH | FL | 32174
City | *State* | *Zip Code*

What is the project's current location address (if different)**:**

15 W. TOWER CIRCLE
Street Address

ORMOND BEACH | FL | 32174
City | *State* | *Zip Code*

D. Which of the following describes the applicant's operations (select all that apply)**:**

☑ Multi-state business enterprise

☐ Multinational business enterprise

☐ Florida business enterprise

E. Which of the following describes this business(select all that apply):

- ☐ Regional headquarters office
- ☑ National headquarters office
- ☐ International headquarters office
- ☐ *This is not a dedicated headquarters office*

3. JOB AND WAGE OVERVIEW

A. How many new full-time jobs are expected to be created over a three (3) period? 26

B. List the new positions by functional category i.e. machinist, accountant, etc. and number of new jobs in each category. Include the average annual salary or hourly wage for the full-time jobs in each category (Use a separate schedule if necessary).

CARPENTERS

C. If an existing business, how many jobs in Ormond Beach are expected to be retained as part of this project? ALL

D. What is the anticipated annualized average wage (excluding benefits) of the new to Ormond Beach jobs created as part of this project? (Cash payments to the employees such as performance bonuses and overtime should be included. The wage reported here is only an estimate of the average wage to be paid and will not be used in the certification, agreement, and claim evaluation process.) $54,000

E. What is the annualized average value of benefits associated with each new job created as part of this project? $6,000

F. What benefits are included in this value? (Health insurance, 401(k) contributions, vacation and sick leave, etc.)

VACATION, BONUS, HEALTH

A. Provide the job creation schedule to which you commit: (Please limit the phases to a maximum of three consecutive years and job creation to no less than ten jobs in the first year).

Phase	Number of net new full-time equivalent Florida jobs created in the business unit	Date by which jobs will be created
1	8	2025
2	8	2026
3	10	2027

B. For the purposes of certification, agreement, and claim review, indicate the average wage and corresponding threshold (percentage) to which you commit:

Check the relevant box (only one) and fill in the first field (wage commitment) and second field (county, state, or MSA used).

☑ $ _____, which is at least 110% of the average wage in Volusia County.

☐ $ _____, which is at least 150% of the average wage in Volusia County.

4. CAPITAL INVESTMENT OVERVIEW

A. Describe the capital investment in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.): Construction of New Facility

B. Will this facility be:

- ☐ Leased space with renovations or build out
- ☐ Land purchase and construction of a new building
- ☐ Purchase of existing building(s) with renovations
- ☒ Addition to existing building(s) (already owned)
- ☐ Financial Match for Ormond Beach Loan Pool/State/Federal
- ☐ Other (please describe in 4A above)

C. List the anticipated amount and type of major capital investment to be made by the applicant in connection with this project: (attach separate schedule of the Equipment to be purchased over the 3 year period. Please provide detail of the equipment name and model with a value of more than $5,000)..

Calendar Year :	2023	2024		Total
Land or Building Purchase	$	$	$	$
Construction / ~~Renovations~~	$ 700,000	$ 400,000	$	$ 1,100,000
Manufacturing Equipment	$ 150,000	$ 150,000	$	$ 300,000
R&D Equipment	$	$	$	$
Other Equipment (computer equipment, office furniture, etc.)	$	$	$	$
Total Capital Investment	$ 850,000	$ 400,000	$	$ 1,250,000

D. What is the estimated square footage of the new or expanded facility? 15,000

E. When is the final location decision anticipated (date)**?**

F. What is the anticipated date construction will begin? JAN 2024

G. What is the anticipated date operations will commence? APRIL 2024

H. What role will the incentive(s) play in the business decision to locate, expand, or remain in Ormond Beach? How will the incentive fund be used by the business?

I. What other cities, states, or countries are being considered for this project?

5. ECONOMIC IMPACT AND CORPORATE RESPONSIBILITY

A. Provide an overview of the economic benefits of your business expansion relocation to the City of Ormond Beach.

B. Provide a summary of past activities in Ormond Beach and or in other parts of Florida or states. For example, what kind of corporate citizen has the applicant been? Also list awards or commendations.

C. List and explain any criminal or civil fines or penalties, ongoing investigations, federal, state and/or local tax liens, and environmental issues that have been imposed upon the company, its executives, or its affiliates and any recent bankruptcy proceedings of the applicant or its parent company. Failure to disclose relevant information may mean automatic disqualification. If there are no issues to be identified, answer "None". Do not leave this question blank or answer "NA".

None

D. Choose one of the following categories regarding the use of the economic development funds. 1. Relocation of equipment to an Ormond Beach leased or owned industrial or office property; 2. Leasehold Improvements; 3. Equipment; 4. Property or lease taxes; 5. Match for state or federal economic development funds; 6. Other.

Leasehold Improvements

7. CONFIDENTIALITY

A. You may request that your project information (including information contained in this application) be confidential per F.S. 288.075, Confidentiality of Records for a 12 month period, with an additional 12 month extension available upon request for projects still under consideration.

Please indicate your confidentiality preference:

- ☑ Yes
- ☑ No

8. SIGNATURES

Application Completed By:

William Starcevic

To the best of my knowledge, the information included in this application is accurate.

Ormond Beach Growth Assistance Program Fund Application

Signature

12-6-23
Date

William Starcevic
Name

VP Modular
Title

Valiant Modular
Company

15 W. Tower Circle
Address, if different than mailing address

386-679-2258
Phone Number

Fax Number

Bill@ValiantModular.com
Email Address

Signature (Authorized Company Officer) REQUIRED

12-6-23
Date

William Starcevic
Name

VP Modular
Title

Valiant Modular
Company

15 W Tower Circle
Address, if different than mailing address

386-679-2258
Phone Number

Fax Number

Bill@ValiantModular.com
Email Address

William Starcevic
Name of contact person, if different than above

386-679-2258
Phone Number

15 W. TOWER CIRCLE
Address

Bill@ValiantModular.com
Email Address

STATE OF FLORIDA
Department of Financial Services – Chief Financial Officer
Bureau of Accounting, 200 East Gaines Street, Tallahassee, FL 32399-0354
Telephone (850) 413-5519 Fax (850) 413-5550

Substitute Form W-9

In order to comply with IRS regulations, we are requesting Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida. For questions regarding this form, please use the address or telephone number provided above. In order to comply with the IRS rules, please provide us with your social security (SSN) or federal employer identification number (FEIN). This is **not** a request for state sales tax exemption.

In the event this information is not provided, or should the IRS notify us that the provided information is incorrect, all payments made to you may become subject to a 28% Backup Withholding Tax Rate. Please print clearly or type.

PART 1 – Please provide the correct Tax Identification Number **(TIN)**, be it FEIN **–or-** SSN, and the applicable name and address **as shown on your income tax return.**

The TIN is (check one) _____ FEIN _____ SSN

Federal Employer Identification Number (FEIN) 20-039-1033 **- or -**
Example 99--9999999

Social Security Number (SSN) _____
Example 999--99--9999

NAME **(as shown on your income tax return)** Valiant Modular LLC

Business name if sole proprietor _____

ADDRESS 15 W Tower Circle

CITY, STATE, ZIP Ormond Beach, Fl 32174

PART 2 - Below, circle one number that accurately describes the business or the individual:

1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION
(A corporation formed under the laws of any state within the United States.)

2 - NOT FOR PROFIT CORPORATION (Section 501(c) (3) Internal Revenue Code)

3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC

4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC
(Circle #4 if you are an individual that benefited from a student loan forgiveness payment)

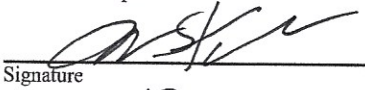
5 - NONCORPORATE RENTAL AGENT

6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)

7 - FOREIGN CORPORATION OR ENTITY (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
Is income effectively connected with business in the United States? _____YES _____NO

8 - NONRESIDENT ALIEN (An individual temporarily in the U. S. who is not a U.S. citizen or resident.)

Under the penalties of perjury, I certify that I have examined this request and to the best of my knowledge and belief, it is true, correct and complete.


Signature

12-6-23
Date

386-679-2258
Telephone Number

VP
Title

Bill@ValiantModular.Com
email (optional)

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-181
Strategic Goal:	OtherGovernance - Other		
Department:	Public Works		
Subject:	Contract Renewal - Ceres Environmental Debris Removal		
Summary:	In May 2021, the City advertised Request For Proposals #2021-17 seeking qualified vendors to provide post-storm Debris Removal, Reduction, and Recovery. Of the 10 respondents, 4 service providers were selected. On September 8, 2021, the Commission executed contracts with the following 4 providers (Resolution No. 2021-143): • CrowderGulf • Ceres Environmental • DRC Emergency Services • Aftermath Disaster Recovery Ceres Environmental has been providing debris removal, reduction, and disposal services to the City since September 2021. The initial term of the agreement is 3 years, with the option for 2 additional one-year renewals. If the City agrees to renewal, the contract will continue under the same terms and conditions until September 2025.		
Financial Impact:	There is no financial impact unless the services of Ceres Environmental are utilized in the event of a declared emergency. There is no increase in the fee for the proposed renewal period.		
Citizen Impact:	It is imperative to have contracted Emergency Debris removal services available to the City and residents.		
Recommended Action (Staff,	Staff recommends approval of the renewal of the Ceres Environmental Contract.		

Advisory Board and/or Other):		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325	
Attachments:	1. 24-181 Ceres Environmental renewal (P24-0205G) 2. Ceres Environmental renewal (P24-0205G) 3. Ceres Environmental Agreement	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	9/26/2024 9/29/2024 10/11/2024

RESOLUTION NO. 2024-181

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF THE DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND CERES ENVIRONMENTAL SERVICES, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2021-143, the City and Ceres Environmental Services, Inc. entered into a Debris Removal, Reduction and Disposal Services Contract with an effective date of September 8, 2021, and

WHEREAS, the initial term of the contract was for three years with the option to renew for two additional one-year periods, and

WHEREAS, the City's professional staff recommends that the City exercise the first renewal option for the period September 8, 2024 through September 7, 2025, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that renewing the Debris Removal, Reduction and Disposal Services Contract with Crowder-Gulf Joint Venture, Inc. is in the best interest of the health, welfare and safety of the general public, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Contract Renewal for the one-year renewal of the Debris Removal, Reduction and Disposal Services Contract with Crowder-Gulf Joint Venture, Inc. A copy of said Contract

Renewal is attached hereto and incorporated herein by reference. Said Contract Renewal shall be effective retroactively from September 8, 2024.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CONTRACT RENEWAL TO DEBRIS REMOVAL,
REDUCTION AND DISPOSAL SERVICES CONTRACT

WHEREAS, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as "CITY", and **CERES ENVIRONMENTAL SERVICES, INC**., hereinafter referred to as "Contractor", became parties to a certain Contract for the provision of debris removal, reduction and disposal services by the Contractor to the City for an initial term of three years effective on September 8, 2021, and

WHEREAS, a renewal provision contained in the aforesaid Contract provided for two (2) additional one-year periods, subject to the mutual agreement of the parties, and

WHEREAS, the parties hereby agree to the renewal of said Contract for the first additional one-year period of time, now therefore

1. This Contract Renewal, including the recitals set forth hereinabove, is made a material part of the aforesaid Contract previously executed by the parties.

2. The initial contract term set forth in Paragraph 4 of the Contract is hereby renewed for a one-year period of time; and the Contract shall remain in effect through September 7, 2025, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.

3. All other terms and conditions set forth in the Contract previously executed by the parties shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Renewal to be executed by the following duly authorized representatives of the parties on the dates indicated below.

DATED this _____ day of _____, 2024.

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

CITY OF ORMOND BEACH

By: _____
BILL PARTINGTON
Mayor

By: _____
JOYCE SHANAHAN
City Manager

DATED this_____day of_____, 2024

Witnesses:

CERES ENVIRONMENTAL SERVICES, INC.

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

AGREEMENT FOR DEBRIS REMOVAL, REDUCTION AND DISPOSAL

This Agreement made and entered by and between Ceres Environmental Services, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 6968 Professional Parkway East, Sarasota, FL 34240 (hereinafter the "Contractor") and the City of Ormond Beach, a chartered municipal corporation, whose address is City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter the "City").

WITNESSETH:

Whereas, the City requires a competent and qualified contractor to provide services in support of the City's debris removal, reduction and disposal operations; and

Whereas, the Contractor responded to City of Ormond Beach RFP No. 2021-17 for Debris Removal, Reduction, and Recovery operations;

Whereas, Contractor was one of four contractors selected by the City to perform such services for the City; and

Whereas, the City has determined that the Contractor is fully qualified to render the required services. Among the factors considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual; and

Whereas, it is anticipated that the services provided by the Contractor may be needed by the City after declared storm events; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the people of the City of Ormond Beach, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and City, the parties agree and stipulate as follows:

1. DEFINITIONS as listed on Exhibit B.

2. ORDER OF PRECEDENCE

2.1. Exhibits A through H are attached hereto and incorporated herein as part of this Agreement. In the event of any inconsistency between this Agreement and its attached exhibits, the attached exhibits shall be controlling.

3. SCOPE OF WORK

3.1. **Scope of Services**. The Contractor shall provide services under this Agreement in accordance with the Scope of Services set forth in Exhibit "A."

3.2. **Performance Criteria:**

3.2.1. All Work or Services shall be performed in accordance with the Contract Documents.

3.2.2. All labor necessary to complete the Scope of Work shall be performed in a good and competent workmanlike manner to the satisfaction of the City.

3.2.3. The City shall not provide vehicles or equipment to the Contractor to perform the duties required under this Agreement nor will the City pay for any business, travel, office, or training expense or any other contract performance expense not specifically set forth in the scope of services of this Agreement.

3.2.3.1. The Contractor is not exclusively bound to the City and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the City under this Agreement.

3.2.3.2 The City is not exclusively bound to utilize the services of Contractor for debris removal, reduction or disposal.

3.2.4. **Changes to Scope of Work**. The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by the City and the Contractor.

If the Contractor believes that any particular work is not within the scope of the work of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the costs stated for the work within the scope. The Contractor must assert its right to an adjustment under this clause with 30 (thirty) days from the date of receipt of the written order.

3.2.5. **Time is of the Essence**. Time is of the essence for all work performed under this Agreement and all Projects performed in accordance herewith.

3.2.6. **Independent Contractor**. For each purpose related to this Agreement, Contractor's contractors or subcontractors shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

3.2.7. City and Contractor shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in Section 14 of this Agreement before any action is taken to declare the City or Contractor in default of this Agreement.

4. TERM OF CONTRACT

4.1. The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall have an initial term of three (3) years

from the Effective Date followed by two one (1) year renewal terms as approved by the City, at the same terms and conditions by giving the Contractor written notice prior to the expiration of the previous term.

The expiration of the Term of this Agreement shall have no effect upon this Agreement if renewed by the City. This Agreement may be renewed by the City if the City determines that renewal is in the best interest of the City. Said renewal shall be in writing and made a part of this Agreement and shall incorporate this Agreement by reference.

4.2. The Work or Services to be rendered by the Contractor shall be commenced, as specified in this Agreement as may be requested by the City for Projects issued hereunder, and shall be completed within the time specified therein.

5. CONTRACT PRICE AND COMPENSATION

5.1. In consideration of the performance of this Agreement by the Contractor, the City agrees to pay the Contractor monthly for services rendered and invoiced per Exhibit A and otherwise provided by this section and in accordance with the rates detailed in Exhibit C.

5.1.1. **Payments and Invoices.** Invoices or payment requests shall be addressed by Contractor and submitted to the City's Public Works Operations Manager in accordance with Exhibit A.

5.1.2. The City may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

5.1.3. **Taxes.** City is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for work or services performed under this Agreement.

5.1.4. **Contractor's Continuing Obligations**. Contractor's obligation to perform Work or Services in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor payment to Contractor, nor any payment by City to Contractor under the Contract Documents nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by City shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.

5.1.5. **Waiver of Claims**. Once the contract expires, or final payment has been requested and made, Contractor shall have no more than 30 calendar days to present or file any claim against the City concerning this Agreement. After that period, the Contractor will have waived any right to claims against the City concerning this Agreement.

6. TERMINATION

6.1. **Termination for Convenience.** This Agreement may be terminated by the City for convenience, with or without cause, in accordance with this Section 6 - Termination, in whole or in part from time to time upon thirty (30) days written notice to the Contractor. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under this

Agreement is terminated, and the subsequent date upon which such termination becomes effective.

6.1.1 In the event this Agreement is terminated for convenience by City, Contractor shall be paid in accordance with terms of Section 5, to the date of termination. Upon being notified of City's election to terminate for convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of this Agreement which is not specifically authorized in the Notice of Termination.

If termination of this Agreement occurs for any reason:

6.1.1.2. Except as otherwise provided in this Agreement, Contractor shall return to the City all City Confidential Information in Contractor' possession and shall certify in a written document signed by the Contractor and Public Works Operation Manager or his designee or any Amendment thereto then notice that all such information has been returned.

6.1.1.3. For all undisputed outstanding invoices submitted to the City prior to the effective date of the termination, the City shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the City for any sums Contractor claims to be owed by City under this Agreement for work performed from the last invoice to the effective date of termination. City will review such invoice for payment within fifteen (15) days of receipt and City will pay any undisputed amount within thirty (30) days.

6.2. After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor shall:

6.2.1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

6.2.2. Place no further orders or subcontracts for materials, Services or Work or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as it is not terminated.

6.2.3. Terminate all orders and subcontracts pursuant to this Section 6 - Termination to the extent that they relate to the performance of Services or Work terminated by the Notice of Termination.

6.2.4. Assign to the City, in the manner, at the times and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

6.2.5. With the approval of the City and to the extent required by the City, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. City's approval of such settlements shall be final for all the purposes of Section 6 -Termination.

6.2.6. Complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

6.3. The Contractor may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to the City's Contract Administrator in the form of a Notice of Termination. After the City's receipt of such Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with a certification as prescribed by the City. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the City, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the City may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

6.4. **Termination for Non-appropriation.**

6.4.1. This Agreement may be terminated in whole or in part by the City if the City does not appropriate the funding in any fiscal year necessary to pay the Compensation set forth in Section 5. Any such termination shall be effected by the delivery of Notice of Termination. A Notice of Termination shall specify the extent to which this Agreement is terminated and the date upon which termination will become effective.

6.4.2. In the event that this Agreement is terminated in whole for nonappropriation by the City, Contractor shall be paid to the date of termination in accordance with those rates established by Exhibit C.

6.5. Any provision of this Agreement that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Agreement.

7. RESPONSIBILITY OF CONTRACTOR

7.1. Consistent with Section 3, Contractor's performance of Work or Services shall be in accordance with the terms and conditions of this Agreement. The Contractor's performance of Work or Services shall be as a contractor to the City to carry out the activities of the Scope of Work or Services under the direction of the City's Public Works Operations Manager, or his designee.

7.1.1. Contractor represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Work or Services.

7.1.2. The Contractor agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City.

7.1.3. Contractor represents, covenants, and agrees that all of the Work or Services to

be furnished by Contractor under this Agreement from the inception of this Agreement until the termination of this Agreement, shall be of the standard and quality that prevail among similarly situated contractors engaged in the Contractor's profession or practice in the State of Florida under the same or similar circumstances involving the same or similar Service or Work.

7.1.4. Contractor covenants and agrees as follows:

7.1.4.1. That Contractor recognizes that its special talent, training, and experience caused the City to select Contractor to perform services for the City;

7.1.4.2. That Contractor accepts the relationship of trust and confidence established between Contractor and the City by this Agreement;

7.1.4.3. That Contractor shall use its best efforts, skill, judgment, and abilities to perform all Work or Services under this Agreement; and,

7.1.5. Contractor represents, covenants, and agrees that its firm or business is duly registered and licensed to conduct business in the State of Florida and that the person executing this Agreement is a duly authorized and designated representative of Contractor directly in charge of the professional work and is duly registered and licensed under Florida law and pursuant to this Agreement.

7.1.6. Contractor represents, covenants, and agrees that it shall be liable for all errors or omissions proximately caused by Contractor, if any, in judgment relative to the Work or Services performed under this Agreement.

7.1.7. Contractor covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Contractor with the degree of skills and diligence normally employed by a licensed professional in his field, performing the same or similar services.

7.1.8. Contractor covenants and agrees that it shall, at its own cost, make good any defects in its Work or Services as soon as Contractor becomes aware of such defects or is notified of such defects. Should Contractor refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then City shall be entitled to make good such defective Services at the expense of Contractor and/or terminate this Agreement. This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective Work or Services that City may have at law or in equity.

7.2. **Assurance.** Contractor gives City its assurance that all Work or Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Contract Documents or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work or approvals as set forth in the Scope of Work or Services shall be considered materially defective and constitute a breach of this Agreement.

7.3. All Work performed by Contractor including all general provisions, special provisions, project specifications, addendum, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work or Services and all applicable local laws, codes, ordinances and statutes. Work not covered by Contract Documents shall not be required in a Project unless the City in its sole discretion determines that it is required by reasonable inference as being necessary to produce the intended Deliverable(s).

7.4. Contractor shall supervise and direct all Work or Services efficiently and with its best skill and in a competent and workmanlike manner.

7.5. **Concerning Subcontractors**

7.5.1. Contractor shall not employ any subcontractor, other person or organization against whom the City may have reasonable objection, nor shall Contractor be required to employ any subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any subcontractor who has been accepted by the City without the City's approval.

7.5.2. City's disapproval or requirement of removal or replacement of Contractor's employee or subcontractor shall be deemed for lawful reasons if in City's reasonable judgment, such Contractor 's employee or subcontractor poses a threat or causes harm to the health, welfare, safety, or morale of the City or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.

7.5.3. Contractor shall be fully responsible for all negligent acts and omissions of its subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any money due any subcontractor, except as may otherwise be required by law. City may furnish to any subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.

7.6. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents and the terms and conditions of Section 13 of this Agreement for the benefit of the City.

7.7. The Contractor shall require all subcontractors or outside associates employed in connection with the performance of this Agreement to comply fully with the terms and conditions of this Agreement between the City and the Contractor.

7.8. Any subcontractors or subcontractors and/or outside associates required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as are specifically identified for each Project assigned under

this Agreement. Any substitution of such subcontractors or associates will be subject to the prior written approval of the City Public Works Operations Manager.

8. INDEMNIFICATION

8.1. **Personal Injury and Property Damage**. Contractor shall, at its own expense, indemnify and hold harmless and defend the City and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and its subcontractors or agents performing Work or Services under this Agreement, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any of Contractor's subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified under this section. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

8.2. In all claims against the City or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, contractor or any subcontractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

8.3. **Payment of Contractor's Subcontractors**. Contractor shall save and hold the City harmless from any and all claims or actions by Contractor's subcontractors for payment of monies such subcontractor claims to be owed by Contractor for Work performed under this Agreement.

8.4. Nothing in this Agreement shall create any obligation on the part of the City to pay directly to any subcontractors of Contractor any monies due to such subcontractor or claims of a subcontractor for amounts owed by Contractor to subcontractor for Work performed under this Agreement.

9. LIMITATION OF LIABILITY AND REMEDIES

9.1. **Sovereign Immunity**. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, contract or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the

benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

9.2. **No Third Party Beneficiaries**. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9.3. **Limitations on Damages.** If Contractor should become entitled to claim damages against the City for breach of contract arising from this Agreement, City will be liable only for the amount of the Contractor's actual direct damages up to the amount of the contract price that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for any provision of this Agreement.

9.4 **Liquidated Damages**. Should the Contractor fail to complete requirements set forth in this Agreement, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

9.4.1 The Contractor shall pay the City, as liquidated damages, $5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Release Orders.

9.4.2 The Contractor shall pay the City, as liquidated damages, $1,000.00 per load of disaster debris collected in the City that is not disposed of at an approved DMS or City Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing the material to an unauthorized location.

9.4.3 The Contractor shall pay the City, as liquidated damages, $100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (60) inches remains on the site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection sites(s).

9.4.4 The Contractor shall pay the City, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s).

10. PUBLIC WORKS OPERATIONS MANAGER

10.1. The Work or Services shall be provided by the Contractor under the direction of the Public Works Operations Manager, or his designee, except as limited by the City's Purchasing and Contracts Procedures, who shall have decision authority subject to the requirements of the City's Purchasing Procedures Manual for all phases of the Work, including general direction, review and approval of the Work or Services.

10.2. Neither the Public Works Operations Manager's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Contractor's negligent performance of the services furnished under this Agreement.

11. AUDIT AND EXAMINATION OF RECORDS

11.1. For purposes of verifying that invoices submitted, in conjunction with the negotiation of this Agreement or any agreement change or other modification are accurate, complete, and current, the City Public Works Operations Manager, or City's authorized representative(s), shall - until the expiration of three (3) years from the date of final payment under this Agreement - have the right to examine those books, records, documents and other supporting data that will permit adequate evaluation of the invoices submitted, along with the computations and projections used therein, which were prepared by the Contractor in connection with work under this Agreement. Unless the price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public or prices are set by law or regulation. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder so as to apply until three (3) years after final payment under the subcontract.

12. INSURANCE AND PERFORMANCE AND PAYMENT BONDS

12.1. **General Insurance Requirements:**

12.1.1. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

12.1.2. Approval by City of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.

12.1.3. Waiver of Subrogation. The City and the Contractor hereby waive all rights against each other, their Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation, and general liability).

12.1.4. City Not Liable for Paying Deductibles. For all insurance required by Contractor, the City shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for

the Contractor's benefit under this Agreement.

12.1.5. Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the City's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Agreement within two (2) calendar days of receipt of such notice or change.

12.1.6. For all on-site Work performed by Contractor, the City shall be named as an additional insured or additional named insured subject to review and determination by City's Risk Manager on all policies required under this Agreement.

12.1.7. Deductibles. For purposes of this Agreement, Contractor shall not obtain an insurance policy with a deductible or self-insurance provision.

12.2. **Proof of Insurance**

12.2.1. The Contractor and its Subcontractors shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

12.2.2. The Contractor shall furnish proof of insurance acceptable to the City prior to or at the time of execution of this Agreement and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. Upon request from the City, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the City and City's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Agreement may be terminated by the City, without penalty or expense to City, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the City.

12.2.3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section 12. No Work or Services by Contractor or its Subcontractors shall be commenced until City has approved these policies or certificates of insurance. Further, the Contractor agrees that the City shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the City This Contractor may be terminated by the City, without penalty or expense, if proof of any insurance required hereunder is not provided to the City.

12.2.4. The Contractor shall file replacement certificates with the City at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the City expressly

reserves the right to renew the insurance policies at the Contractor's expense or terminate this Agreement but City has no obligation to renew any policies.

12.3. **Required Types of Insurance**

The Contractor shall purchase and maintain, at its own expense, during the term of this Agreement the following types and amounts of insurance in the form and from companies satisfactory to the City.

Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

(a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

$100,000. Each Accident Bodily Injury by Accident
$100,000. Each Employee Bodily Injury by Disease
$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly

with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

a. Premises and Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)

j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)

$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be

deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

12.4 **Performance and Payment Bonds**

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of

credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

12.5. The provisions of this section shall survive the cancellation or termination of this Agreement.

13. LOCAL GOVERNMENT POLICIES & FHWA-1273 REQUIRED PROVISIONS

13.1. **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)676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

13.2. **Financial Records**. Contractor agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of Contractor that are directly related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

13.3. **Payments Subject to Appropriation**. Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Agreement, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the City due to nonappropriation shall be without a termination charge by Contractor. City shall not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in Section 6 – Termination. City's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the City Commission for the then current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the City Commission to appropriate funds for any fiscal year to pay the compensation set forth in Section 5 – Contract Price and Compensation. The parties agree to review the Project Work Plan and remaining work to be performed in advance of each new fiscal year for the City to compare the funding allocated for the next fiscal year to the cost of the remaining Scope of Work, to determine whether or not the allocated funding will be adequate to cover all Work in this Agreement to be completed in the next fiscal year. The cost of the remaining Work shall be the agreed price for each service under this Agreement less all amounts paid and less all amounts on pending undisputed invoices. Unless

the parties agree that the funding allocated for the next fiscal year is adequate for the next fiscal year's Work, either party may terminate this Agreement in accordance with the provisions of Section 6 – Termination.

13.4. **No Contingent Fees**.

13.4.1. Neither Contractor nor any parent or subsidiary corporation has employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.4.2. For the breach or violation of this section, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the outstanding Project fees, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.5. **No Code Violation or Past Due Debt**. Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the City shall have the right to terminate this Agreement as set forth herein. Contractor expressly agrees that the City may withhold from any payment or monies owed to Contractor any amounts due the City from Contractor for any legal obligation of Contractor to the City, including without limitation real property taxes, personal property taxes, fees, and commissions.

13.6. **Changes due to amendment to applicable laws.** The Contractor acknowledges that its provision of services is strictly subject to federal and state laws and regulations which may, from time to time, be amended by the appropriate jurisdictions. In the event that any such federal or state law, regulation or agency guideline is amended after the effective date of this Agreement, the City may initiate an amendment to this Agreement reflecting that change in applicable federal or state law, regulation or guideline. The Contractor shall fully cooperate and approve such amendment. Failure of the City to initiate such an amendment shall not relieve the Contractor for compliance with all applicable federal and state laws, regulation or guideline in its provision of services under this Agreement.

13.7. **Compliance with Applicable Laws**. Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall comply with all contract requirements of FHWA-1273 for federal aid construction contracts. All such requirements are physically incorporated into this Agreement by attachment of Exhibit D to this Agreement. Contractor shall protect and indemnify City

and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, City of Ormond Beach or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

13.8. **Drug Free Workplace**. The City is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the Terms of this Agreement and will comply, subject to the prior receipt thereof, with the City's policies on drug-free and smoke-free work place during the term of this Agreement.

13.9. **Background Checks**. Contractor understands that a valid State of Florida picture identification and annual background checks through the Florida Department of Law Enforcement (FDLE) will be required for all personnel working at any City Facility. These checks shall be reviewed and mutually approved by the Contractor and City Public Works Operations Manager prior to an employee starting work at any City site(s). All cost associated with obtaining the required clearances shall be the responsibility of the Contractor.

13.10. **Employment of Illegal Aliens**. Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

13.11. **Nondiscrimination and Americans with Disabilities Act**. Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14. DISPUTE RESOLUTION

14.1. If Contractor disputes any determination by the City Public Works Operations Manager, or his designee, that some or all of an invoice shall not be paid, the determination shall be appealed by the Contractor to the City Manager within fifteen (15) days of notification to the Contractor that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her

designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. Either party may appeal the decision of the City Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

15. CLAIMS NOTICE

15.1. The Contractor shall timely report in writing to the City's Director of Risk Management any incident which it believes might result in a claim or claims against the City under any of the coverages mentioned herein.

Name:	Risk Management Department
Address:	22 South Beach Street
	Ormond Beach, Florida 32174
Telephone:	(386) 676-3323
Fax:	(386) 676-3229

16. SUCCESSORS AND ASSIGNS

16.1. City and Contractor each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without first providing City with a processing fee of Five Hundred Dollars (US$500.00) and obtaining City's prior written consent, which consent City may withhold, limit and/or condition in City's sole discretion, including, but not limited to posting a performance bond. Any consent by the City under this section shall be by written amendment to the Agreement in a form and substance specified by the City in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall, no less than one hundred twenty (120) days prior to the assignment's proposed effective date, provide City with a written request for City's consent.

16.1.1. Failure by the Contractor to obtain the City's consent in accordance with this section prior to assignment or other conveyance shall: 1) constitute a material breach of the Agreement; and 2) entitle the City to retain any and all legal rights, claims and defense to enforce this section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the City in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the City's consent to the assignment shall not constitute a waiver of the rights of the City under this section.

16.1.2. Nothing herein shall preclude the right of the City to waive its rights under this section but no waiver shall be granted by the City without amendment to the

Agreement. The Contractor is hereby placed on notice that the City may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services established in the Agreement as a condition to execution of the amendment. Neither City nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. 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 this Agreement.

17. ADDITIONAL RIGHTS AND REMEDIES.

17.1. The rights and remedies of the Parties provided for under this Agreement are in addition to any other rights and remedies provided by law; the Parties may assert their right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Agreement.

18. CONTROLLING LAW

18.1. This Agreement is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Agreement shall be in the State Circuit Court in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

19. MODIFICATIONS TO AGREEMENT

19.1. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

20. NOTICE

20.1. All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of City:	**with a copies of legal notices to:**
City of Ormond Beach Attn: Director of Purchasing Address: 22 South Beach Street Ormond Beach, Florida 32174 Phone: (386) 676-3223 Fax: (386) 676-3374	City of Ormond Beach Attn: City Attorney Address: 173 South Beach Street Ormond Beach, Florida 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

In the case of Contractor:	with a copy of legal notices to:
David McIntyre, President Ceres Environmental Services, Inc. 6968 Professional Parkway East Sarasota, FL 34240	David McIntyre, President Ceres Environmental Services, Inc. 6968 Professional Parkway East Sarasota, FL 34240

21. **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.

22. **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.

23. This Agreement, together with any exhibits, schedules, attachments and amendments thereto, and constitute the entire Agreement between City and Contractor and supersede all prior written or oral understandings.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first below written.

CERES ENVIRONMENTAL SERVICES, INC.

By: _____
Name:
Title:

Attest: _____
Name: _____
Title: _____

Dated: _____

CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Attest: _____
Joyce Shanahan
City Manager

Dated: _____

Exhibit A – Scope of Work
Exhibit B – Project Specific Definitions
Exhibit C – Rate Structure
Exhibit D – FHWA Form 1273
Exhibit E – FHWA Buy America
Exhibit F – Sample Load Ticket
Exhibit G – Hazardous Stump Extraction and Removal Eligibility
Exhibit H – City Map with Zones

EXHIBIT "A"

SCOPE OF SERVICES

Description of Designated Areas

A. The designated area for debris removal (the City right-of-way) is bounded by the City limits of Ormond Beach and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the incorporated areas of the City and may include private segments within the jurisdictional boundaries of the City (see Exhibit G). The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager. If tasked with debris removal from Federal Aid Highway segments within Florida Department of Transportation, District 5 under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways to include those identified in Exhibit B – FHWA Form 1273.

B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.

D. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that have been

approved to receive storm-generated debris and adhere to all local, state and federal regulations.

F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.

G. The Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.

H. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.

I. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.

J. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

K. The City reserves the right to inspect DMS, verify quantities and review operations at any time.

L. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in Exhibit B – FHWA Form 1273 and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site or ORSWMF and supporting documentation. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. **Emergency Road Clearance**

At the request of the City this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's 70 hour limit through a written request. Clearance of these roadways

will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

5. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction

activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s)
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.

m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site.

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

    1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
    2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
    3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
    4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

    1. The limb is greater than two (2) inches in diameter.
    2. The limb is still hanging in a tree and threatening a public-use area.
    3. The limb is located on improved public property.

8. <u>Removal of Eligible Hazardous Stumps</u>

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See

Exhibit C – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

    1. Fifty percent (50%) or more of the root ball is exposed.
    2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit C – FEMA DAP 9523.11). The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

9. <u>Eligible Household Hazardous Waste Removal Transport and Disposal</u>

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

10. <u>Eligible ROW White Goods Debris Removal</u>

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling.

The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

    1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

11. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

12. Eligible Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the City of Ormond Beach/Volusia County Animal Services Division and the Volusia County Health Department.

13. Other Debris Removal Work

a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.
b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.

14. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

15. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Technical Specifications

Notice To Proceed Orders

The City Public Works Director or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the City then the NTP orders will be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written NTP orders have been sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to the City Public Works Director or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the City during the disaster recovery effort including but not be limited to:

a. Assist the City in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.
b. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
c. Utilize City tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and City reimbursement.
d. The Contractor shall conduct daily meetings with the City to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the City that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the City.
e. The Contractor shall maintain, in an approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved

samples, shall be available to the City for reference. Upon completion of the work, these record documents and samples shall be delivered to the City.

Mobilization/Response

Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the City regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from the City, the Contractor(s) shall mobilize equipment and resources in the City. Within twenty-four (24) hours of being issued NTP orders from the City, the Contractor(s) shall be prepared to begin debris removal operations as directed by the City Debris Manager. As part of the Contractor's mobilization effort the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

The City strongly encourages the use of local resources. The Contractor(s) shall perform at least 30% of the work with its own forces and give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers. A list of subcontractors will be required when activated and maintained current throughout the activation. The City reserves the right to approve all subcontractors and updates thereto. The preference for the use of local resources is not applicable to FHWA funded Emergency Relief projects.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The

Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s).
c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City Designated Final Disposal Site.
d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety

items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

Production Rates For Debris

The Contractor commits to the following productions rates for debris removal:

a. Up to one hundred thousand (100,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
b. Up to two hundred fifty thousand (250,000) cubic yards 15 calendar days from NTP.
c. Up to five hundred thousand (500,000) cubic yards 30 calendar days from NTP.
d. Up to one million (1,000,000) cubic yards 60 calendar days from NTP.
e. Greater than one million (1,000,000) cubic yards after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.
f. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.
g. The ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
b. The City may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.
b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
e. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

a. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate agency.
b. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
c. All Contractor(s) trucks used for collection and hauling of Eligible debris from the City ROW to City approved DMSs or City Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
d. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
e. Pre-numbered load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use.

    1. Each ticket shall be of a type that consists of one original and three carbon-copy duplicates.

    2. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and City authorized representative name and signature. No payment will be made by the City for incomplete load or unit rate tickets submitted for payment.

    3. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, keep one (1) copy and provide the three remaining copies to the vehicle operator. Upon arrival at the DMS or City Designated Final Disposal Site, the vehicle operator will present the three

copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City Designated Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, one (1) copy will be given back to the vehicle operator and the remaining one (1) copy will be provided to the Contractor.

4. Loads of processed (e.g., chipped) debris being hauled from a DMS to a City Designated Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City Designated Final Disposal Site.

5. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

a. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.

b. Private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s).

c. Invoices shall be submitted to the City's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.

g. Payment for disposal cost incurred by the Contractor(s) at City Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City Designated Final Disposal Site, and proof of Contractor payment to the City Designated Final Disposal Site.

h. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed Eligible by FEMA or FHWA, unless the City otherwise agrees in writing.

j. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein.

EXHIBIT "B"

Project Specific Terms and Definitions

1. ***ACM*** – Asbestos Containing Material
2. ***Authorized Representative*** – City employees and/or contracted individuals designated by the City or City Debris Manager.
3. ***Intentionally left blank***
4. ***CEI*** – Construction Engineering & Inspection
5. ***CFR*** – Code of Federal Regulations
6. ***Chipping or Mulching*** - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.
7. ***Cleanup Crew*** – A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
8. ***Construction and Demolition Debris (C&D)*** – See Eligible Constructions and Demolition Debris
9. ***County*** – Volusia County, Florida
10. ***City Debris Manager*** – The City will designate a City Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
11. ***City Designated Final Disposal Site*** – Tomoka Farms Road Landfill located at 1990 Tomoka Farms Road, Port Orange, FL 32124 or other final disposal sites or end users as designated and approved in writing by the City.
12. ***WVTS*** – West Volusia Transfer Station operated by the Volusia County Solid Waste Division located at 3151 East State Road 44, DeLand, FL 32724.
13. ***Debris*** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
14. ***Debris Clearance*** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
15. ***Debris Management Site*** **(DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).
16. ***Debris Monitoring*** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

17. ***Debris Removal*** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

18. ***Debris Removal Contractor*** – Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

19. ***Demobilization*** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

20. ***Demolition*** – The act or process of reducing a structure, as defined by State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

21. ***DEP*** – Florida Department of Environmental Protection (FDEP)

22. ***DDIR*** – Detailed Damage Inspection Report

23. ***Disaster Specific Guidance*** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

24. ***DMS*** – Debris Management Site

25. ***DOT*** – Department of Transportation (Generally Florida DOT)

26. ***Eligible*** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

27. ***Eligible Construction and Demolition Debris*** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. ***Eligible Hanger*** – An eligible hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

    - The limb must be greater than two inches in diameter;
    - The limb must be suspended in a tree and threatening a public-use area; and
    - The limb must be located on improved public property.

29. ***Eligible Hazardous Stump*** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

    - The stump has fifty percent (50%) or more of the root-ball exposed.
    - The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
    - The stump is located on a public right-of-way.
    - The stump poses an immediate threat to public health and safety.

30. ***Eligible Household Hazardous Waste (HHW)*** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

    - HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
    - HHW removal must be the legal responsibility of the applicant.
    - HHW must be a result of the major disaster event.

    The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

31. ***Eligible Leaner*** – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

    - The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
    - The tree has a split trunk or broken branches that expose the heartwood.
    - The tree has fallen or been uprooted within a public use area.
    - The tree is leaning at an angle greater than thirty (30) degrees.

32. ***Eligible Vegetative Debris*** – As outlined in FEMA Publication 325, eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

33. ***Eligible White Goods*** – As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

34. ***Emergency Relief Program*** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways. This program is administered by the Federal Highway Administration.

35. ***EPA*** – United States Environmental Protection Agency

36. ***ER*** – Emergency Relief

37. ***E-Scrap*** – End of life electronics, typically televisions, computers and related components

38. ***FDEP*** – Florida Department of Environmental Protection (DEP)

39. ***FDOT*** – Florida Department of Transportation

40. ***FEMA*** – Federal Emergency Management Agency

41. ***FEMA Publication 325*** – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

42. ***FHWA*** – Federal Highway Administration

43. ***Field Inspector*** – Monitor

44. ***FMIS*** – Fiscal Management Information System

45. ***Force Account Labor*** – Labor performed by the applicant's permanent, full time or temporary employees.

46. ***Garbage*** – *Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.*

47. ***Grinding*** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

48. ***Hangers*** – *See Eligible Hanger*

49. ***Hazardous Waste*** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

50. ***HHW*** – *Household Hazardous Waste*

51. ***Hold Harmless*** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

52. ***Household Hazardous Waste*** – See Eligible Household Hazardous Waste

53. ***Landfill*** – The Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124.

54. ***Leaners*** – See Eligible Leaner

55. ***Monitor*** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

56. ***Mulching or Chipping*** – *See Chipping or Mulching*

57. ***Mutual Aid Agreement*** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

58. ***National Response Plan (NRP)*** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

59. ***TFRL*** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124 (also referred to as Volusia County Landfill or Landfill)

60. ***OSHA*** – Occupational Safety and Health Administration

61. ***Outbuilding*** - Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

62. ***PPE*** – Personal Protective Equipment. May also be referred to as "Safety Gear."

63. ***RACM*** – Regulated Asbestos Containing Material

64. ***RCRA*** – Resource Conservation and Recovery Act

65. ***Recycling*** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

66. ***Refrigerant*** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

67. ***Regulated Waste*** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.

68. ***RFB*** – Request for Bid

69. ***RFP*** – Request for Proposal

70. ***Right of Entry*** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

71. ***Right-of-Way*** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

72. ***ROE*** – Right-of-entry

73. ***ROW*** – Right-of-way

74. ***RRC*** – Rapid Response Crew

75. ***Scale/Weigh Station*** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

76. ***Volusia County Landfill*** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124

77. ***VCSWD*** – The Volusia County Solid Waste Division

78. ***TDSPF*** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

79. ***TDSR Site*** – Temporary Debris Storage and Reduction Site

80. ***Temporary Debris Storage and Reduction Site*** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the City for the storage and reduction of disaster related debris.

81. ***Tipping Fee*** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

82. ***TSDF*** – Hazardous Waste Treatment, Storage and Disposal Facility.

83. ***United States Army Corps of Engineers (USACE)*** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

84. ***White Goods*** – See Eligible White Goods

Acronyms

ACM	Asbestos Containing Material
VCC	Volusia County Council
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DDIR	Detailed Damage Inspection Report
DEP	Florida Department of Environmental Protection (Same as FEDP)
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
ECAP3	Environmental Compliance, Assistance and Pollution Prevention Program
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMIS	Fiscal Management Information System
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OCC	Office of Chief Counsel
OSHA	Occupational Safety and Health Administration
TFRL	Tomoka Farms Road Landfill
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet

RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
VCSWD	Volusia County Solid Waste Division
TDSPF	Temporary Debris Staging and Processing Facility
TDSR Site	Temporary Debris Storage and Reduction Site
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
WSRA	Wild and Scenic Rivers Act

Item No.	Description of Service	Unit	Bid Price
1	**Load and Haul Vegetative Debris from ROW to a DMS (based on incoming CY)**	CY	
a	0-10 miles		$8.78
b	10.1-20 miles		$8.98
c	20.1-30 miles		$9.68
d	30+ miles		$9.98
2	**Load and Haul Construction and Demolition Debris from ROW to a DMS (based on incoming CY)**	CY	
a	0-10 miles		$9.48
b	10.1-20 miles		$9.68
c	20.1-30 miles		$10.38
d	30+ miles		$10.68
3	**Load and Haul Vegetative Debris from ROW directly to Approved Landfill (based on incoming CY)**	CY	
a	0-10 miles		$9.28
b	10.1-20 miles		$9.48
c	20.1-30 miles		$10.18
d	30+ miles		$10.48
4	**Load and Haul Construction and Demolition Debris from ROW to Approved Landfill (based on incoming CY)**	CY	
a	0-10 miles		$9.68
b	10.1-20 miles		$9.88
c	20.1-30 miles		$10.58
d	30+ miles		$10.88
5	**Demolition, Removal, Transport and Disposal of Non-RACM Structures**	CY	
a	0-10 miles		$15.25
b	10.1-20 miles		$15.75
c	20.1-30 miles		$16.25
d	30+ miles		$16.75

6	**Demolition, Removal, Transport and Disposal of RACM Structures**	CY	
a	0-10 miles		$25.35
b	10.1-20 miles		$26.25
c	20.1-30 miles		$27.35
d	30+ miles		$28.00
7	**DMS Management (based on incoming CY)**	CY	$1.95
8	**Vegetative Debris Reduction (based on incoming CY)**	CY	
a	By Open Burn		$0.45
b	By Air Curtain Incineration		$1.95
c	By Grinding		$2.45
9	**Construction and Demolition Debris Reduction by Compaction**	CY	$0.98
10	**Load and Haul Reduced Vegetative Debris to Final Disposal Site**	CY	
a	0-10 miles		$3.55
b	10.1-20 miles		$4.55
c	20.1-30 miles		$5.35
d	30.1-40 miles		$6.15
e	40.1-50 miles		$6.95
f	50.1+ miles		$7.75
12	**Load and Haul Reduced Construction and Demolition Debris to Final Disposal Site**	CY	
a	0-10 miles		$3.55
b	10.1-20 miles		$4.55
c	20.1-30 miles		$5.35
d	30.1-40 miles		$6.15
e	40.1-50 miles		$6.95
f	50.1+ miles		$7.75
1	**Removal of Dangerous Hanging Limbs**	TREE	$99.00
14	**Removal of Dangerous Split, Uprooted or Leaning Trees and placing in ROW for pickup under CLIN #1 or #3**	TREE	
a	Less Than 24"		$50.00
b	Greater Than 24" but Less Than 36"		$125.00
c	Greater Than 36"		$195.00

15	**Removal, Haul and Disposal of Hazardous Stumps**	TREE	
a	Greater Than 24" but Less Than 36"		$150.00
b	Greater Than 36" but Less Than 48"		$155.00
c	Greater Than 48"		$215.00
16	**Backfill for Hazardous Stump Removal**	CY	$28.50
17	**Removal, Load, Haul and Dispose of Hazardous Household Waste**	LB	$4.98
18	**White Goods Removal**	EACH	$44.00
19	**Freon Removal**	EACH	$34.00
20	**E-Waste Removal and Final Disposal**	EACH	$25.00
21	**Dead Animal Carcasses**	LB	$0.98
22	**Waterways and Drainage System Debris Removal**	CY	$79.88
23	**Soil/Sand/Beach Screening** Includes Sand collection, staging, screening, and hauling back to the beach. Excludes grading sand back to upper beach profile.	CY	$17.85
24	**Vehicle Removal**	EACH	$115.00
25	**Land Based Vessel Removal**	LF	
a	Up to 20.9'		$21.00
b	Greater Than 21' but Less Than 30.9'		$24.00
c	Greater Than 31' but Less Than 40.9'		$29.00
d	Greater Than 41'		$35.00

Ceres will pay tipping fee at final disposal site and bill the City at cost with no markup.

Note: Ceres Environmental Services, Inc. retains the capability and experience to remove other special debris. These prices can be negotiated as the need arises.

Equipment	Hourly Rate w/ Op
Skid Steer	$ 98.00
Telehandler	$ 98.00
JD 544 Wheel Loader with Debris Grapple	$ 134.00
JD 644 Wheel Loader with Debris Grapple	$ 149.00
Truck and Trailer	$ 34.00
Self-Loading Knuckleboom Truck (20-40 CYs)	$ 165.00
Self-Loading Knuckleboom Truck (40-80 CYs)	$ 185.00
Self-Loading Knuckleboom Truck (80+ CYs)	$ 205.00

Personnel	Hourly Rate w/ Op
Laborer with Hand Tools	$ 42.00
Flagger	$ 42.00
Skilled Sawman	$ 48.00
Equipment Operator	$ 48.00
Crew Foreman with Truck and Communications	$ 65.00
Operations Manager with Truck and Communications	$ 75.00
Climber with Gear	$ 55.00
Superintendent with Truck and Communications	$ 70.00
Safety/QC Inspector with Truck and Communications	$ 70.00

Per Addendum 2:	
CPI Increases (compounded) in Subsequent Years of Contract	**Percentage**
After Year 1	4.0%
After Year 2	3.5%
After Year 3	3.2%
After Year 4	3.0%

EXHIBIT "D"

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Wilful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

TITLE 23--HIGHWAYS

CHAPTER I--FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION

PART 635--CONSTRUCTION AND MAINTENANCE--Table of Contents

Subpart D--General Material Requirements

Sec. 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of Sec. 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting Sec. 635.410, see 60 FR 15478, Mar. 24, 1995.

EXHIBIT F

CITY OF ORMOND BEACH

Cubic Yard Load Ticket **No. OB-_____**

FIELD DATA

Contractor Name: _____

Truck Driver Name: *(Print)* _____

P/U Date: / / P/U Time: _____

☐ First Pass ☐ Second Pass ☐ Subsequent Pass ☐ FHWA

RBS #	STREET NAME	ZONE #

Truck #: _____ Certified Load Capacity: _____ CY

Materials:
- ☐ Vegetative
- ☐ Construction/Demolition
- ☐ White Goods
- ☐ Other (State type) _____

Field Inspector: _____ Field Inspector ID: _____
Signature

TOWER DATA

Disposal Date: / / Disposal Time: _____

Truck Load Size:

Max Load Capacity	x	% Loaded	=	Volume Hauled (CY)
	X		=	

Disposal Site: _____

City Representative: _____ City Rep ID: _____
Signature

Government Inspector (if applicable): _____
Signature

White – City Green – Contractor Pink – Driver Gold - Other

EXHIBIT "G"

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

EXHIBIT "G"

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

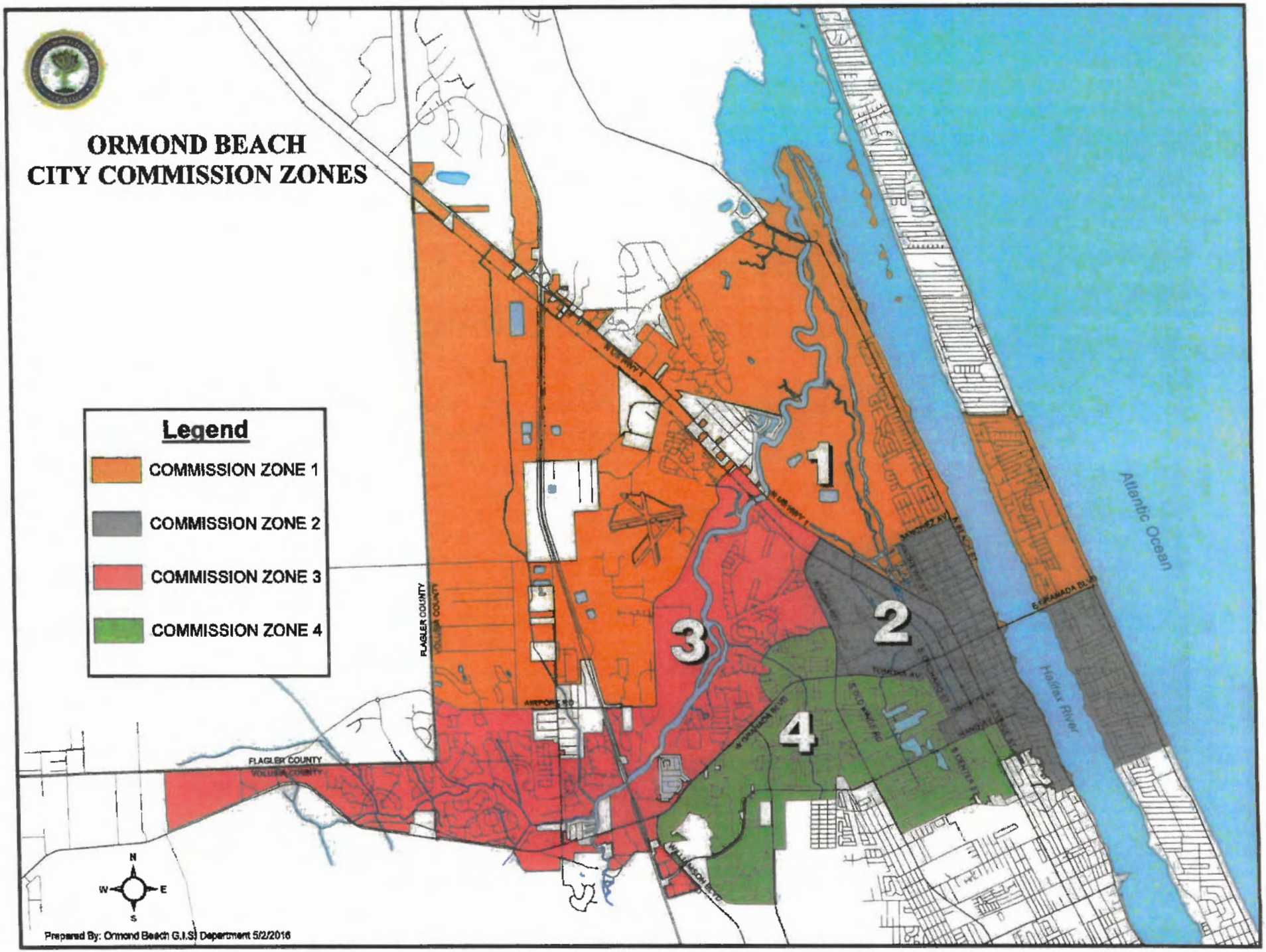
0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

EXHIBIT "H"


ORMOND BEACH
CITY COMMISSION ZONES
Legend
COMMISSION ZONE 1
COMMISSION ZONE 2
COMMISSION ZONE 3
COMMISSION ZONE 4
1
2
3
4
Atlantic Ocean
Halifax River
FLAGLER COUNTY
VOLUSIA COUNTY
AIRPORT RD
N
W
E
S
Prepared By: Ormond Beach G.I.S. Department 5/2/2016

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-182
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Contract Awards - FEMA Flood Mitigation Assistance Grant Compliance Consulting Services		
Summary:	This is a request for an award of contract services as continuing consultants to Pegasus and iParametrics for Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) grant compliance services. On June 4, 2024, a disposition item provided notice of advertisement for a request for proposals for these grant compliance services. The selected consultants would be tasked with grant management and compliance for FEMA flood mitigation projects specific to structure elevations, demolition/reconstruction, acquisition, stormwater and drainage improvements. There are no active grants for these consultants at this time and this item is to approve the firms as continuing consultants. A selection committee selected Pegasus and iParametrics as the two recommended continuing consultants for grant program compliance services. The initial term of the agreement with the selected consultants is for one-year, renewable annually for a term not to exceed five years. This item does not award work specific to any project or representative consultant at this time. Additional information will be provided to the City Commission in the event any of the current or future FEMA grant submissions are successful.		
Financial Impact:	The item adds 2 firms to the City's continuing contract consultant list and there is no financial impact. This item does not award work specific to any project or representative consultant at this time. Additional information will be provided to the City Commission in the event any of the current or future FEMA grant submissions are successful.		

Citizen Impact:	There is no citizen impact of this item. The continuing consultants would provide a specialized grant compliance service for flood mitigation grant services.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends **APPROVAL** of awarding contracts as continuing consultants to Pegasus and iParametrics for FEMA Flood Mitigation Assistance grant program compliance services.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-182 FEMA Grant Asst Agmts (P24-0179G) 2. Pegasus Engineering Agmt w Exhibits 3. iParametrics Agmt w Exhibits 4. RFP 2024-32 signed score summary
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/1/2024 Joyce Shanahan, City Manager 10/11/2024

RESOLUTION NO. 2024-182

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH TWO PROFESSIONAL FIRMS FOR GRANT COMPLIANCE SERVICES FOR FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM/FLOOD MITIGATION ASSISTANCE PROJECTS, UNDER RFP 2024-32; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for Grant Compliance Services for Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program/Flood Mitigation Assistance (HMGP/FMA) Projects ("Services") (City RFP No. 2024-32) in accordance with the provisions of Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee has evaluated the four (4) proposals received and determined the most advantageous proposals for the City to be the proposals submitted by iParametrics, LLC, and Pegasus Engineering, LLC, to provide the aforedescribed Services at the rates provided in their proposals (copies of said proposals being incorporated in the contracts which are attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City's professional staff recommends that the City Commission accept the proposals of iParametrics, LLC, and Pegasus Engineering, LLC, to provide the Services at the prices set forth on the attached contracts, and

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

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

SECTION ONE. The proposal submitted by iParamtetrics, LLC, to provide Grant Compliance Services for FEMA HMGP/FMA Projects is hereby accepted. The Mayor and the City Manager are hereby authorized and directed to execute a contract with iParametrics, LLC, to provide the Services at the rates set forth in their proposal.

SECTION TWO. The proposal submitted by Pegasus Engineering, LLC, to provide Grant Compliance Services for FEMA HMGP/FMA Projects is hereby accepted. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Pegasus Engineering, LLC, to provide the Services at the rates set forth in their proposal.

SECTION THREE. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of contracts with iParametrics, LLC, and Pegasus Engineering, LLC.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

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 32174 and **PEGASUS ENGINEERING, LLC**, a Florida Limited Liability Company (the "Contractor"), 301 West State Road 434, Suite 309, Winter Springs, FL 32708, 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 ("Grant Compliance Services for FEMA HMGP/FMA Projects", RFP 2024-32) dated July 8, 2024, attached hereto as Exhibit "A" and the Proposal dated July 9, 2024, 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.

   A. **Authorization for Services.**
      1. Prior to authorization for professional services by Contractor:
         (a) City and Contractor shall develop a well-defined project description and complete understanding of the scope of services to be provided.
         (b) Contractor shall provide City with a detailed proposal that provides the total estimated cost for each phase of services based on the prices set forth in Exhibit "B". If the proposal is accepted by City, the City shall issue and execute a written Work Authorization to be signed by Contractor.
         (c) Based on the nature and cost of the services, City may obtain an independent estimate to evaluate the reasonableness of Contractor's estimate.
      2. Each Work Authorization shall contain:
         (a) The project description.
         (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
         (c) The dates for commencement and completion of work.

   The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the number of available projects or that Contractor will perform any project for City during the life of this Agreement. City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of one (1) year. This Agreement shall be automatically renewed for one-year periods (not to exceed four renewals) unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

3. **Consideration.** Contractor shall perform the services at the prices set forth in the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement**.

(a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

(b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Pegasus Engineering, LLC**
Joyce Shanahan, City Manager	David Hamstra, Grants Program Manager
(copy to City Attorney)	301 West State Road 434, Suite 309
22 South Beach Street	Winter Springs, FL 32708
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Contractor's Insurance**. The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than 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 $25,000 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 ACCORD 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.

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 _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH, a municipal corporation

_____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2024.

Witnesses:

PEGASUS ENGINEERING, LLC, a Florida Limited Liability Company

_____

By: _____
Print Name: _____
Title: _____

Print Name: _____

_____

Attest: _____
Print Name: _____
Title: _____

Print Name: _____

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Grant Compliance Services for FEMA HMGP/FMA Projects**

RFP NUMBER:**2024-32**

RFP OPENING DATE & TIME: **July 9, 2024 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: **Pegasus Engineering, LLC**

PROPOSER'S MAILING ADDRESS: **301 West State Road 434, Suite 309**

CITY-STATE-ZIP: **Winter Springs, Florida 32708**

F.E.I.N.: **26-0806410**

PHONE NUMBER: **(407) 992-9160**

EMAIL: **fursan@pegasusengineering.net**

If returning as a "No Submittal", please state reason (s)

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

Fursan Munjed, P.E.
NAME (TYPED)

Principal
TITLE

07/08/2024
DATED

GENERAL CONDITIONS

The general rules and conditions that follow apply to all RFPs accepted by the City unless otherwise specified. Respondents, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a response. Failure to do so will be at the respondent's own risk. Submission of a response is an assumption that the respondent is familiar with all conditions and intends to comply with them unless noted otherwise.

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.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be

initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

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.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent

or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

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)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS:

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach is requesting proposals from qualified firms, organizations, and individuals for grant compliance services with demonstrated expertise and knowledge with Hazard Mitigation Grant Program (HMGP) and FEMA Flood Mitigation Assistance (FMA) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. The selected Consultant shall provide the Services described herein, in compliance with the requirements of federal regulations, FEMA

(specifically, 2 CFR 200), Department of Homeland Security, State of Florida, Florida Division of Emergency Management (FDEM), and all other applicable laws, regulations and requirements. Services are anticipated to primarily relate to FEMA Hazard Mitigation Assistance grant compliance, but the ability to assist with management and reporting for any eligible grant assistance is required such as requesting proposals from qualified firms, and organizations. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, The National Flood Insurance Act of 1968, as amended, the Department of Homeland Security Appropriations Act, 2023, and the related statutory authority.

II. SCOPE OF SERVICES

The City of Ormond Beach is requesting proposals from qualified professional firms to support the city with the following:

1. Application submittal and compliance for Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) grants.
2. Review grant agreements for specific grant requirements, review/develop schedule of milestones and deadlines.
3. Prepare for and attend Project Kick off-Meetings with City of Ormond Beach Officials and staff.
4. Coordinate with the Agency providing the grant and City Staff regarding the project status and the need for any administrative requests.
5. Assist the City with the review of pertinent project documentation required by the Agency providing the grant, the Design Professional or Contractors throughout the course of the project and day-to-day assignments as they relate to the grant agreement.
6. Coordinate with City Staff and Design professionals regarding the project status in anticipation of the preparation of progress reports.
7. Prepare and submit progress reports to the Agency providing the grant during the course of the contract.
8. Progress Reports shall coincide with monthly invoices.
9. Conduct meetings with the Agency providing the grant through the Period of Performance as necessary.
10. Review contract documents.
11. Review bid documents and determine contractor eligibility and compliance.
12. Assist the City during the Construction Phase, as necessary to comply with grant requirements.
13. Coordinate with City Staff regarding paid invoices, canceled checks, and supporting documentation in order to prepare and submit a Reimbursement Request to the funding agency.
14. Assist in formulation and preparation of Project Worksheets, compiling and summarizing category costs so the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and projects are categorized in a manner that ensures prompt and sufficient reimbursement to the City.
15. Upload all documents in an organized fashion to the appropriate website.
16. Work with the City to complete requests through the website, including reimbursement requests with FEMA and other grant entities requiring reports.
17. Ensure reimbursement requests will include all necessary documents, not only for reimbursement, but also to ensure ease of project closeout.
18. Work with FEMA and other grant entities to recoup up to the maximum Direct Consultant Administration Costs (DAC).
19. Accurately and properly track project management fees in compliance with FEMA and other grant entities' guidelines.
20. Work with the City to ensure labor time and tasks are properly recorded.

21. Start tracking project management (DAC) related activities the day the contract is awarded (and/or FEMA Declaration), to ensure reimbursement approval for the Grant Management Services through each Project Worksheet.
22. Provide periodic updates regarding the status of FEMA and other grant entities Public Assistance process as requested.
23. Address the funding Agency's request for information regarding the submitting of project deliverables.
24. Ensure that records are maintained and reporting completed during the entire schedule to comply with grant requirements.
25. Manage grant schedules and ensure all timelines and grant submittal deadlines are met.
26. Recommend policy and/or grant amendments. Take necessary actions, such as advertising, conducting public hearings, and updating project environmental review files.
27. Assist with dispute resolution and appeals.
28. Work with the City, State, FEMA, and other grant entities to capture all eligible costs and work through all concerns prior to submitting an appeal. If an appeal is warranted, our team will provide a response as required backed by a full policy review.
29. Capture all project information in a cohesive manner that allows for a smooth transition from project formulation through closeout.
30. Prepare and submit close-out documentation package to the funding Agency including a final status report.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for one-year periods not to exceed five years and will be automatically renewed for one year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must submit in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and unbound; shall be clear and concise, tabulated, and provide the information requested herein.

Statements submitted without the required information will not be considered. Responses shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each respondent must submit adequate documentation to certify the respondent's compliance with the City's requirements. Respondent should focus specifically on the information requested. Proposals should focus on providing the information requested.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm: Provide a narrative of the firm's qualities and capabilities that demonstrates how the firm will work with the City to fulfill the requirements of this proposal. Describe the firm's methods of providing FEMA Public Assistance Consulting Services, both in the office and at locations affected by a disaster. Also include additional information for other possible grant entity methods.

B. Experience: Provide a project history detailing experience providing FEMA and other grant funding assistance. Describe working relationships with FEMA and other grant entities and how your firm established them.

C. References: Include references for similar agency experience. Please ensure client contacts are current and correct. Letters of reference may be attached behind the form.

D. Staff Qualifications: List the proposed staff that will perform the work required if awarded this contract. An organizational chart and management plan should be included in this section. Detail minimum qualifications for each class of employee of the project team and identify his/her role on the team. Provide information regarding the number of similar contracts currently held in 1) mid Florida 2) the State of Florida and 3) the southeast United States and provide information on resources and capability to meet the needs of multiple contracts in the event of a major event that impacts the region.

E. Project Approach: Describe the approach and methodology that will be used to accomplish the work defined herein. The project approach shall include information on schedule and availability where applicable.

F. Proposal Pricing: Complete the attached proposal pricing sheet. Provide an explanation on how your firm will ensure hours worked are reasonable, not inflated, and in compliance with grant requirements.

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VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than **2:00 P.M. on July 9, 2024**.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174

Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of members of the Planning, Engineering, Finance Departments. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

a. The background, and experience of the Proposer in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
b. Reasonableness/competitiveness of proposed costs and/or benefits to the City of Ormond Beach. The City of Ormond Beach is not bound to select the Proposer who proposes the lowest cost or most benefits for service. The City of Ormond Beach reserves the right to negotiate fees and/or benefits with the selected Proposer.
c. The Proposer's responsiveness and compliance with the RFP requirements and conditions.
d. Determination that the selected Proposer has no contractual relationship which would result in a conflict of interest with the City.
e. The Proposers ability, capacity, and skill to fully and satisfactorily, provide these services and/or items required in this RFP.
f. The quality of the Proposer's performance in comparable and/or similar projects.
g. Whether the Proposer can provide the service and/or items in a prompt and timely fashion.
h. Quality of proposed contract.

Responsive proposals will be evaluated by the City, and the Proposer will be selected based on, but not limited to, the following scoring criteria:

Criteria:	Points:
Experience: The Proposer's comprehension of the needs of the City as demonstrated by the description of its approach to the elements listed within this document.	
Related Experience/Background with FEMA HMGP Grants	20
Related Experience/Background with FEMA FMA Grants	20
Demonstrated Capacity to Provide Proposed Services	15
Proposal Totals	**55**
References: Evaluation of the Proposer's work from previous organizations receiving similar services to those proposed within this RFP. Please provide a minimum of three references.	
Reference Totals	**15**
Cost: The cost of the proposal is important to the City, however, based on the evaluation of the other criteria, the City will not necessarily select the lowest proposer. See Proposal Pricing Worksheet	
Cost for Services:	30
Cost Total:	**30**
Total Possible Points	**100**

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. 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 CG00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

$1 Million	Combined Single Limit for Bodily Injury and Property Damage

(d) Excess Liability

For contracts $250,000 or greater an Excess Liability Policy of at least but not limited to $1,000,000 in addition to the scheduled underlying policies

for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed $25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts

expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposals (RFP)
Grant Compliance Services

(RFP No. 2024-32)

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.

Pegasus Engineering, LLC
COMPANY NAME

AUTHORIZED SIGNATURE
Fursan Munjed, P.E.
PRINT NAME

Principal
TITLE

07/08/2024
DATE

City of Ormond Beach
Request for Proposals (RFP)
Grant Compliance Services
(RFP No. 2024-32)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
07/02/2024	No.1

Receipt of all of which is hereby acknowledged.

This Submittal 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; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: **Pegasus Engineering, LLC**

VENDOR/CONTRACTOR LICENSE NUMBER: **27770**

ADDRESS: **301 West State Road 434, Suite 309, Winter Springs, Florida 32708**

PHONE NO.: **(407) 992-9160** FAX NO.: **(407) 358-5155**

SUBMITTER'S NAME: **Fursan Munjed, P.E.**
(Typed or Printed in Ink)

TITLE: **Principal**

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach

PROPOSAL PRICING – RFP 2024-32 – GRANT COMPLIANCE SERVICES

Proposer submits the following prices for the work described in this solicitation: Rates provided include all costs associated with the performance of the work, such as overhead and profits. Reimbursement for travel expenses will be made at actual cost and without markup.

Position or Equivalent	Hourly Rate
1. Project Manager	**$185.00**
2. PA/Technical Specialist	**N/A**
3. Subject Matter Expert	**N/A**
4. Grant Program Manager	**$195.00**
5. Grant Assistant / Project Engineer	**$150.00**
6. Senior Designer / CADD Technician	**$120.00**
7. Administrative Assistant / Grant Support	**$ 85.00**
8.	
9.	
10.	

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary):

Please refer to tab F page 2 for a detailed response.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments, hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Pegasus Engineering, LLC
Name of Firm

Authorized Signature

Principal
Title

07/08/2024
Date Signed

301 West State Road 434, Suite 309
Address

Winter Springs, Florida 32708
City, State, Zip Code

(407) 992-9160
Phone

Fursan@pegasusengineering.net
Email

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT LITIGATION STATEMENT

1.

[x] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[x] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Pegasus Engineering, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Fursan Munjed, P.E.
SIGNER'S NAME (PRINT OR TYPE)

Principal
TITLE

07/08/2024
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
Grant Compliance Services
(RFP No. 2024-32)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: 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.

Pegasus Engineering, LLC
Company Name

Authorized Signature

Fursan Munjed, P.E.
Print Name

Principal
Title

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

FEDERAL REQUIREMENTS

Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

Drug Free Workplace

The Contractor must comply with Federal Drug Free workplace requirements as per the Drug Free Workplace Act of 1988.

Mandatory Disclosures

The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE)

The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

Equal Employment Opportunity

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

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will

take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

Contract Work Hours and Safety Standards Act

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done

under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

Clean Air and Water Pollution Control

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor agrees to report each violation to the City in writing and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor understands that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) and will assure compliance these provisions. Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction or subcontract it enters into. This certification is a material representation of fact relied upon by the City. If it is

later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify such.

Byrd Anti-Lobbying

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

Procurement of Recovered Materials

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) meeting contract performance requirements; or
(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Record Retention

Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

Federal Changes

Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, LOGO, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Exhibit "B"
Consisting of 97 pages

Grant Compliance Services for FEMA HMGP/FMA Projects











RFP No. 2024-32

July 9, 2024

Pegasus ENGINEERING

Mr. David Hamstra, P.E., CFM
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160, ext. 309
david@pegasusengineering.net

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Pegasus ENGINEERING

July 9, 2024

Introduction Letter

Mr. Rob Hart
Purchasing Coordinator
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Re: City of Ormond Beach Request for Proposals for Grant Compliance Services for FEMA HMGP/FMA Projects RFP No. 2024-32

Dear Mr. Hart:

Pegasus Engineering, LLC appreciates this opportunity to submit our qualifications to provide the City of Ormond Beach with professional services related to Grant Compliance Services for FEMA HMGP/FMA Projects. We understand that the City is looking for a firm with extensive knowledge of the Federal Emergency Management Agency (FEMA) grant programs, including the Hazard Mitigation Grant Program (HMGP) and the Flood Mitigation Assistance (FMA) Program, which are administered by the State of Florida Division of Emergency Management (FDEM) on behalf of FEMA.

As a brief introduction, **Pegasus Engineering, LLC** is a civil engineering firm located at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, that is dedicated to assisting governmental agencies with Florida's growing public infrastructure needs. Pegasus Engineering is a Limited Liability Corporation (LLC) qualified by the State of Florida, Board of Professional Engineers under Certificate of Authorization No. 27770. The company's Federal Employer Identification Number (FEIN) is 26-0806410. Pegasus Engineering is also categorized as a CFX-certified Sustainable Small Business Enterprise (SSBE).

The extensive experience and accomplishments of our firm's personnel with consulting services related to grant writing and management, as well as planning, design, permitting, and construction of stormwater and transportation infrastructure projects for local governments, is unsurpassed in terms of responsiveness, quality of services, and in meeting schedules and budget objectives.

Pegasus Engineering provides clients with a very talented staff, which has collectively performed an entire realm of grant management services related to civil engineering assignments with professional integrity, competence, and respect. The key personnel in charge of this contract include the following individuals:

- Grants Program Manager
  David Hamstra, P.E., CFM
  301 West State Road 434, Suite 309
  Winter Springs, Florida 32708
  407-992-9160, extension 309
  david@pegasusengineering.net

- Grants Project Manager
  Leylah Saavedra, P.E., CFM
  301 West State Road 434, Suite 309
  Winter Springs, Florida 32708
  407-992-9160, extension 310
  leylah@pegasusengineering.net

Stormwater retrofit projects may seem similar in nature; however, they may involve challenges that can be atypical, unique and/or complex. Pegasus Engineering has gained substantial grant management experience having successfully completed many simple and complex projects throughout the State of Florida. Our previous and current involvement with grant management services, ranging from grant application development to grant close-out, provides a wealth of experience germane to this City's contract. Moreover, our company provides the City with several distinct advantages, the most important of which are briefly summarized below:

- **Schedule Considerations** – Our firm is committed to meet time and budget requirements and limitations. Due to municipal budget constraints in today's economic environment, we understand more than ever that each project must meet the defined schedule to maximize the funding share and comply with grant contract timelines and conditions. Our firm will strive to exceed the City's expectations to comply with project-specific deadlines established by FDEM on behalf of FEMA.

- **Benefit of Long-Term and Significant Relationships with FDEM staff** – Our senior staff has an unsurpassed history of providing the most complete grant applications that greatly minimize the Request for Information (RFI) process, hence simplifying and expediting the overall grant approval process. Our level of professionalism and commitment has been identified by key staff and high-ranking members of FDEM, with whom senior Pegasus staff developed and nurtured key relationships that have proven to be invaluable resources for the success of the FEMA grants administered by FDEM.

- **Close Proximity to State Agency Administering Pertinent Grants** – Pegasus Engineering is only 22 miles from the FDEM Florida Recovery Office located in Orlando, Florida. The proximity of our business to the FDEM office provides direct coordination benefits with FDEM staff, and specifically, with the lead engineering and environmental specialists.

We understand the nature of the work to be accomplished, and the expectations and services that the City of Ormond Beach requires from their consultants. Our firm will be honored to assist the City with services ranging from pre-award and post-award grant administration services, including but not limited to providing grant compliance services during the post-award phase of the active FY 2023 FMA grant applications being reviewed by FEMA for funding consideration. Pegasus hereby certifies that our company and all assigned professional staff possess all licenses, registrations, and certifications required to provide the requested services to the City of Ormond Beach and commit to perform the work under this contract with the utmost level of professionalism and efficiency for the benefit of the City. We trust that our high qualifications combined with our extensive and successful grant experience with similar projects, will demonstrate our unique qualifications and our strong professional desire to perform under this contract. We urge the Selection Committee to contact our clients regarding our performance on similar projects. We guarantee that the City will be most pleased with our ability to provide responsive professional Grant Compliance Services.

Very truly yours,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM
Grants Program Manager

Fursan Munjed, P.E.
Principal



Tab A

Background of Firm

Pegasus ENGINEERING

A. Background of Firm

INTRODUCTION TO THE FIRM

Pegasus Engineering is a Limited Liability Corporation (LLC) qualified by the State of Florida, Board of Professional Engineers under Certificate of Authorization No. CA27770. The company's Federal Employer Identification Number is 26-0806410. Mr. Juan Fong, P.E., and Mr. Fursan Munjed, P.E. are the firm's principal officers.



Pegasus Engineering, LLC is celebrating its 17th year of successful business and continues to provide the State of Florida with professional engineering services related to public infrastructure, with a primary emphasis on grant management, stormwater management, and transportation. It should be noted that we have specialized and focused our energies on serving Florida governments in a similar capacity through continuing contracts.

Pegasus Engineering, LLC is a civil engineering firm that was organized and registered with the State of Florida in August 2007. However, senior staff have been providing successful grant management services to public clients for the past 19 years.

A copy of the State of Florida Business License and a copy of the current Business Tax Receipt are presented herein.


Effective: 10/1/2023

Expiration: 9/30/2024

CITY OF WINTER SPRINGS
BUSINESS TAX RECEIPT

Business ID: 500228
COMMERCIAL REGULATED

PEGASUS ENGINEERING, LLC
301 W STATE ROAD 434 SUITE 309

DESCRIPTION OF BUSINESS ACTIVITIES
CIVIL ENGINEERING CONSULTING

Incorporated
1959

CITY OF WINTER SPRINGS • IN GOD WE TRUST •

1126 East State Road 434 • Winter Springs, FL 32708 • (407) 327-1800
www.winterspringsfl.org

BUSINESS TAX RECEIPT INCLUDES WINTER SPRINGS & SEMINOLE COUNTY TAX

State of Florida
Department of State

I certify from the records of this office that PEGASUS ENGINEERING, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 28, 2007.

The document number of this limited liability company is L07000088384.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 9, 2024, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of February, 2024

Secretary of State

Tracking Number: 5977704672CC

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

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

EVIDENCE OF AUTHORITY TO SIGN

MINUTES OF A MEETING OF DIRECTORS of Pegasus Engineering, LLC (the "Corporation") held at 301 W. SR 434, Suite 309, Winter Springs, FL, 32708 on this 5th day of January, 2015.

1. The following members were present, constituting the entire board: Juan Fong and Fursan Munjed.

2. All the members of the Corporation being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.

3. The following memorandum was then read and ordered to be inserted in these minutes: "We, the members of the Corporation consent to this meeting being held at the above time and place and do waive notice and publication of this meeting, and consent to the transaction of such business, as may have come before it, as testified by our signatures below."

Juan Fong (Signature)

Fursan Munjed (Signature)

4. **UPON A MOTION DULY MADE**, seconded and unanimously carried, Juan Fong acted as Chairperson of the meeting and Fursan Munjed as Secretary of the meeting.

5. Minutes of the last regular meeting were read and, upon motion duly made, seconded and carried, were adopted as read.

6. The Chairperson presented to the meeting and thereupon the following resolutions were offered, seconded and unanimously adopted.

   IT WAS RESOLVED THAT:

7. The following individuals are appointed and confirmed as signing officers for the Corporation:

   Juan Fong & Fursan Munjed

8. There being no further business to come before the meeting, the meeting was adjourned.

9. DATED in the State of Florida on January 5th, 2015.

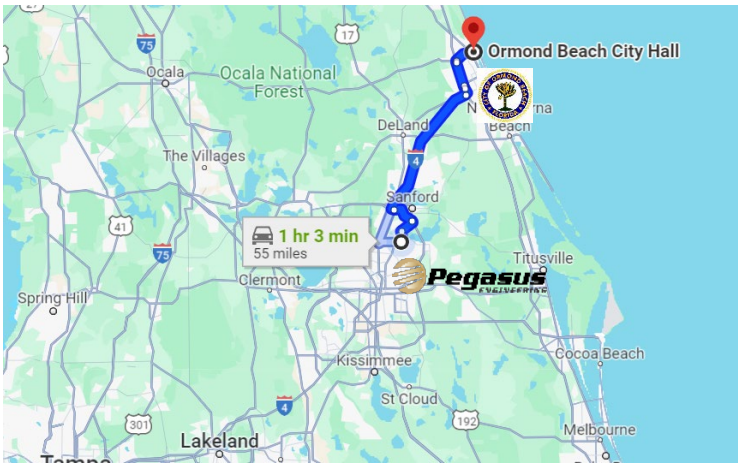
Fursan Munjed (Secretary)

PEGASUS ENGINEERING, LLC LIMITED LIABILITY COMPANY SEAL 2007 FLORIDA

State of Formation: Florida
Official Address: 301 West State Road 434, Suite 309. Winter Springs, FL 32708

OFFICE LOCATION

The vast majority of the work to be completed for this contract will be performed at **Pegasus Engineering headquarters** located in Winter Springs, Seminole County, at the following address:



Pegasus Engineering, LLC
301 West State Road 434
Suite 309
Winter Springs, Florida 32708

Pegasus Engineering's main office is located approximately an hour drive (55 miles) from the City of Ormond Beach City Hall.

FIRM SIZE AND STRUCTURE

Our firm is led by two (2) Principals, with a total of eleven (11) professional engineers, with experience ranging from 22 to over 50 years of professional service. Our engineers are supported by four (4) designers/technicians and two (2) administrative staff. The following table summarizes our firm's professional staff along with the years of professional experience of each member organized by department:

Pegasus Engineering Staff Summary by Department			
Stormwater & Grants	***Transportation***	***Civil / Utilities***	***Administrative***
**David Hamstra, P.E., CFM (40)*	*Juan Fong, P.E. (30)*	*Tom Kelley, P.E. (50+)*	
Greg Teague, P.E., CFM (33)	*Fursan Munjed, P.E. (30)*	**Beth Whikehart, P.E., CFM (22)*	
**Leylah Saavedra, P.E., CFM (28)*	*Firas Munjed, P.E. (31)*		**Priscilla Villanueva*
Mike Bruegger, P.E. (37)	*Keith Johnson, P.E. (21)*		
Johan Rodriguez, P.E., CFM (27)	*Sean Beck (21)*		**Linnie Hunt*
**Donny Greenough (33)*	*Tom Andrezzi (42)*		
Jason Birkhead (23)			
**Amber Tirado (1)*			

*Pegasus key staff members who will perform the work required under this contract, including 3 State of Florida Professional Engineers who are also State Certified Floodplain Managers, a designer, a grant compliance assistant, and 2 administrative assistants.

Pegasus Engineering has maintained the same organizational structure since its formation in 2007 and has not experienced any significant changes in organizational structure, ownership, or management both firm-wide or within fixed income/public finance.

FIRM'S QUALITIES AND CAPABILITIES

Pegasus' extensive grant management expertise, which includes FEMA's Hazard Mitigation Assistance programs: the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance Program (FMA), the Swift Current Flood Mitigation Assistance Program (SC-FMA), the Building Resilient Infrastructure and Communities (BRIC) and the Legislative Pre-Disaster Mitigation Program (LPDM), will greatly benefit the City of Ormond Beach on this contract.

Our FEMA grant-related experience includes a comprehensive understanding of flood mitigation types, including, but not limited to, large- and small-scale drainage improvements, acquisition/demolition, elevation of structures, demolition/reconstruction (which can be located within or outside floodplains), permanent and temporary generators, saferooms, lift station retrofits, among others. Our successful grant-related services encompass several factors, including early coordination with our clients to secure input from affected residents, close coordination with local officials with historical flooding knowledge, detailed field reviews, preparation of hydrologic and hydraulic (H&H) studies, grant application development, preparation of benefit cost analyses based on flood profiles or damage-frequency assessment modules, and grant management services. The senior staff at Pegasus Engineering has a lengthy and extraordinary track record in terms of the number of assignments, the complexity of tasks performed, and the successful performance in securing permits and grants. This track record of service has empowered our clients and facilitated the implementation of a wide range of stormwater improvement projects.

Grant Management is an intricate part of the service that Pegasus provides. It specifically involves preparation of quarterly reports, requests for reimbursement, and close-out request packages including requests for final inspections, coordination with client and land owners regarding land and/or easement acquisitions, review of pertinent grant documentation, review of construction bid documents, bid submittals and contracts for consistency with grant program guidelines, coordination with construction contractors regarding grant contract requirements, and addressing Requests for Information from the State of Florida Division of Emergency Management (FDEM), among others.

Another critical element for successful grant management is to ensure that the period of performance is maintained. Pegasus Engineering constantly monitors the project progress to ensure adherence to the FEMA-established grant timelines.

Pegasus Engineering will provide high quality grant-related expertise gained by the many years of experience working side-by-side with FDEM staff. An open channel of communication with City staff will be crucial. Moreover, early identification of project concerns will need to be handled promptly and efficiently in order for the project not to suffer considerable delays. Close coordination with the State's project manager will allow for the grant not to require a period of performance end date extension.

Our Implemented Quality Assurance / Quality Control Procedures(QA / QC)

Our established management procedures have been successfully implemented on all of our governmental and private projects. Our senior management staff has continually honed these procedures to meet the unique and changing needs of individual projects and clients. Our plan was initially developed to eliminate costly duplication of work, and to provide our design teams with the necessary management tools to focus on a client's project and efficiently complete it within the established timeframe. Today, our management plan also promotes the importance of continual coordination and Total Quality Management (TQM). For this assignment, our assigned project manager will meet with City staff to review our existing procedures.

Administrative procedures are in place and will be strictly followed to ensure the success of the City's contract. Our Project Manager is responsible for ensuring these procedures are implemented on every assignment to provide continuity throughout the project duration, as well as maintain the project history when it is complete. Administrative procedures will include:

1. **Documentation Management**
   The initial step with all of our projects is to establish a central repository for all information pertaining to the assignment. From project correspondence to digital maps, every piece of information that is associated with the project will be filed in a central location and managed continuously by the Project Manager, or a designated representative.

2. Contact / Coordination

An essential element in the successful completion of the City's projects will be effective internal / external coordination between the Project Team and the City. As prime consultant, it will always be our responsibility to ensure open lines of communication exist between all parties, including any sub-consultants included on our Project Team. We will serve as the catalyst for dialogue between all concerned entities to ensure key issues are identified and mutually resolved. Our methodology to achieve such a task is to ensure our Project Manager is available and accessible to the City throughout the duration of this assignment.

Administrative communication will be in the form of written and verbal correspondence in addition to onsite coordination meetings with City staff. Our written correspondence will be in the form of project memorandums, progress reports, letters and meeting minutes. Conversations with City staff, as well as other agencies, will be followed up with a written memo summarizing every issue discussed. Copies of all correspondence, of any nature, will be sent to the City for record keeping. Furthermore, upon Notice to Proceed, the Project Team will schedule an initial "kick-off" meeting with the City to discuss the key issues and special concerns each party may be aware of, and to establish project goals, objectives and schedules. For the kick-off meeting, a master schedule with future meeting dates and preliminary project task completion dates will be prepared and distributed. As the final scope of work is refined, the project schedule will be updated to reflect the adjusted dates.

We will present work products completed to date and project status to ensure our staff is fulfilling the City's project goals and objectives. These meetings will serve as a milestone point to resolve technical issues and problems that have surfaced and to receive further instructions / directions from City staff.

3. Internal Coordination

One method that we have found to be invaluable is weekly project meetings. It serves as an on-going forum where our staff can discuss objectives, problems and budgets using a pro-active approach. It has also been valuable as an on-going peer review forum for each assignment. The Project Manager's report on each of their projects is presented to the Program Manager at weekly meetings. At these meetings, rapid decisions by the Senior Staff can be made to provide constructive comment and to correct any impending problems.

The weekly project meetings will be used to monitor assigned tasks, schedules and budgets. This method has been successful in reducing errors and increasing staff productivity. The session is further used to brainstorm and receive peer reviews on written reports, preliminary and final design concepts and other deliverables completed to date. These meetings will be utilized to monitor and coordinate efforts and to ensure individual task schedules are being maintained.

4. Qualifications of Quality Assurance Personnel

As the City's Program Manager, Mr. David Hamstra, P.E. will oversee the QA / QC procedures for the City's projects, which also includes the review and approval of all deliverables and work products before they are submitted to the City, inclusive of work efforts completed by the entire Project Team.

By selecting Pegasus Engineering to provide services under this grant compliances services contract, our company will commit all necessary resources to the City of Ormond Beach for the successful completion of this contract. Pegasus Engineering's headquarters, located in Winter Springs, Florida, will be the main office from where the grant-related services for the City projects will be provided. Pegasus Engineering staff will be onsite for field reconnaissance and site visits, coordination meetings with City staff and homeowners, presentations to the City Commission, as well as for public meetings to address homeowner concerns, and for any unforeseen circumstances that may require our presence in person.

OTHER POSSIBLE GRANT ENTITY METHODS THE FIRM IS FAMILIAR WITH

Besides experience with FEMA grant programs, the Pegasus Engineering team has vast experience with grant programs from other federal, state, and local sources. A reliable source of funding opportunities that Pegasus Engineering relies on for the identification of the best grant sources applicable to active municipal projects is the Guidebook to the Bipartisan Infrastructure Law for State, Local, Tribal, and Territorial Governments, and other Partners, published by the White House as a result of the passing of the Bipartisan Infrastructure Bill in November 2021.

Additional sources of grant funding that Pegasus Engineering is very familiar with include: the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) under Disaster Recovery (CDBG-DR) and Mitigation (CDBG-MIT), which provides financial assistance to communities with low resources.

The Florida Legislature, the Water Management District's Cost Share Programs, the State of Florida Department of Environmental Protection (FDEP), and NRCS are also good sources of funding the City of Ormond Beach can benefit from. Given our familiarity with grant funding sources, our team can assess the applicability of available grant funding from federal, state, and/or local sources, to current and future City projects.

FAMILIARITY WITH FEMA GRANT PROGRAMS

Pegasus Engineering has been providing grant-related management services to our municipal clients for almost two decades. This long tenure affords Pegasus Engineering the opportunity to offer the City of Ormond Beach a solid and reliable team that is most familiar with FEMA regulations and requirements and who has developed invaluable working relationships with FEMA and FDEM staff.

We understand the unique challenges of disaster recovery from the local, state, and federal levels. Our experience, knowledge and skills working FEMA programs (i.e., HMGP, FMA, SC-FMA, BRIC, and LPDM) and disaster project management allows us to plan, execute, and complete our client's recovery projects efficiently and on schedule. We provide grant management and project management personnel, project tracking, financial grant management and audit support required to maintain FEMA grant compliance.

Our team's senior leadership has long-standing and trusted relationships with FEMA and FDEM in multiple regions. This, combined with the rest of the team's experience and lessons learned from multiple federal disasters across the country, makes our team a valued asset to any disaster affected community.

We are confident that the Pegasus Engineering's policy and technical expertise is the best in the industry, and we are ready to apply our expertise and knowledge to serve the City of Ormond Beach.

WHY CHOOSE PEGASUS ENGINEERING TO SERVE THE CITY OF ORMOND BEACH UNDER THIS GRANT COMPLIANCE SERVICES FOR FEMA HMGP/FMA PROJECTS CONTRACT

The wealth of experience gained by our grant professionals while providing exemplary grant-related services to local governments, including several Volusia County cities, such as the cities of Deltona, New Smyrna Beach, Orange City, and Port Orange, combined with our local knowledge of the City of Ormond Beach community needs, enables Pegasus staff to provide outstanding grant-related services to the City.

In addition, Pegasus Engineering has excellent working relationships with the Volusia County Local Mitigation Strategy (LMS) Working Group as well as many FDEM reviewers.

Our close proximity to the City's offices affords us the flexibility to be able to hold in-person coordination meetings as often as needed and without much anticipation. The Pegasus Engineering team is readily available and eager to work on this contract immediately upon issuance of a City contract for the benefit of the City and its local residents.

Lastly, the strongest benefit we will provide to the City of Ormond Beach is predicated on our strong commitment to serve the City as it implements a flood mitigation program geared to removing those affected by flooding from harm's way by executing residential and subdivision-wide flood retrofit improvements. We provide grant management services to local communities because we care about those who have suffered from flooding occurrences. We develop strong professional relationships with those we serve and have lines of communication open beyond typical office hours for homeowners to obtain the support and answers they need as they navigate through FEMA's grant processes. That level of service is what the City of Ormond Beach will receive from the Pegasus team.



Tab B

Experience

Pegasus ENGINEERING

B. Relevant Experience



GRANT MANAGEMENT EXPERIENCE

During the past thirty (30) years, senior staff of the Pegasus Engineering Stormwater Department have provided stormwater-related engineering services for numerous continuing contracts encompassing a diverse array of governmental entities. For the past nineteen (19) years, the Pegasus Team's senior staff has been successfully providing grant-related management services to our clients.

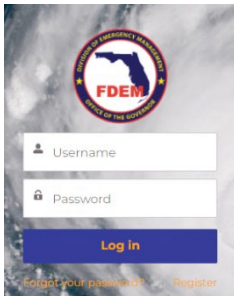
In summary, the Pegasus Engineering Stormwater Department specializes in providing our public sector clients with specific services, such as:

- FEMA Grant Application Development under HMGP, FMA, SC-FMA and BRIC
- FEMA Grant Management (Ph I & Ph II) under HMGP, FMA, SC-FMA and BRIC
- Other Grant-Related Services - State & Federal
- Stormwater Management Master Plans
- Drainage Basin Studies
- Hydrologic / Hydraulic Modeling
- Benefit Cost Analyses
- Capital Improvement Programs (CIPs)
- Stormwater Retrofit Projects
- Environmental Permitting
- Post-Design Services

Moreover, one of the major strengths of the senior personnel of Pegasus' Stormwater Department is the ability to secure grant money from various local, state and federal programs and successfully and effectively manage grant programs. Proposed capital improvement projects, as well as flood mitigation projects, are costly and require a substantial financial commitment from the municipality or homeowners. However, there are numerous programs that provide funding to alleviate some of the financial burden and allow projects to move forward. Over $100 million dollars in grant funding has been secured by Pegasus staff, of which $70 million dollars are exclusively FEMA funding from the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance (FMA) and the Pre-Disaster Mitigation (PDM) programs. Meanwhile, over $40 million dollars of grant funding are currently being managed by our senior personnel on behalf of various municipalities/clients.

Our team of professionals are also involved in numerous Local Mitigation Strategy (LMS) technical groups for the Cities and Counties that we serve, and specifically to Volusia County, Pegasus Engineering plays an active role by participating in quarterly meetings where mitigation projects are discussed for incorporation into the respective County's master mitigation project list. On many occasions, our team of professionals have held technical presentations related to floodplain management in front of the LMS technical groups.

Our Pegasus Engineering staff is also quite familiar with FEMA's portal platform, including the newly implemented FEMA Grants Outcomes, or simply called "FEMA GO" interface, implemented in 2020 by FEMA as the new grant system, which allows for the digital submittal of FMA and BRIC grant applications.



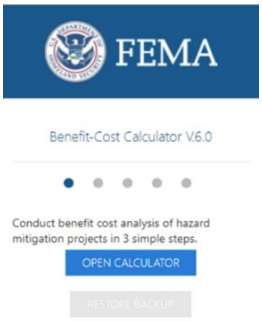
Regarding HMGP applications, Pegasus Engineering is also quite familiar with FDEM's new digital platform for the digital submittal of HMGP grant applications via the Division of Emergency Management Enterprise Solution (DEMES). This system has been in place for the last two years and is constantly being improved by FDEM, for the benefit of sub-applicants.

The FMA Swift Current Program is another grant program sponsored by FEMA that allows sub-applicants to submit grant applications for funding consideration for individual property flood mitigation projects, such as elevation, mitigation reconstruction and acquisition demolition. This program is based on the e-grants system, a well-known platform by Pegasus staff, which used to be used for the submittal of FMA and BRIC applications before FEMA GO was implemented.



Moreover, our Pegasus Engineering staff has vast experience developing hydrologic & hydraulic (H&H) studies ranging in size from a small drainage area to several hundreds of acres. Flood routing analysis is critical in the field of stormwater management as flood routing results serve as basis for the development of the damage quantification analysis needed for the development of a successful Benefit Cost Analysis. These efforts are complemented with detail-developed figures and exhibits prepared using the latest version of ArcGIS technology.

Our team is also very familiar with FEMA's latest Benefit Cost Analysis toolkit, version 6.0. This Excel-based software allows for the development of benefits generated by mitigation projects based on incurred historic damages or flood-routed and predicted damages. These values are compared to the proposed project cost; therefore, generating a benefit cost ratio for the mitigation project being analyzed.



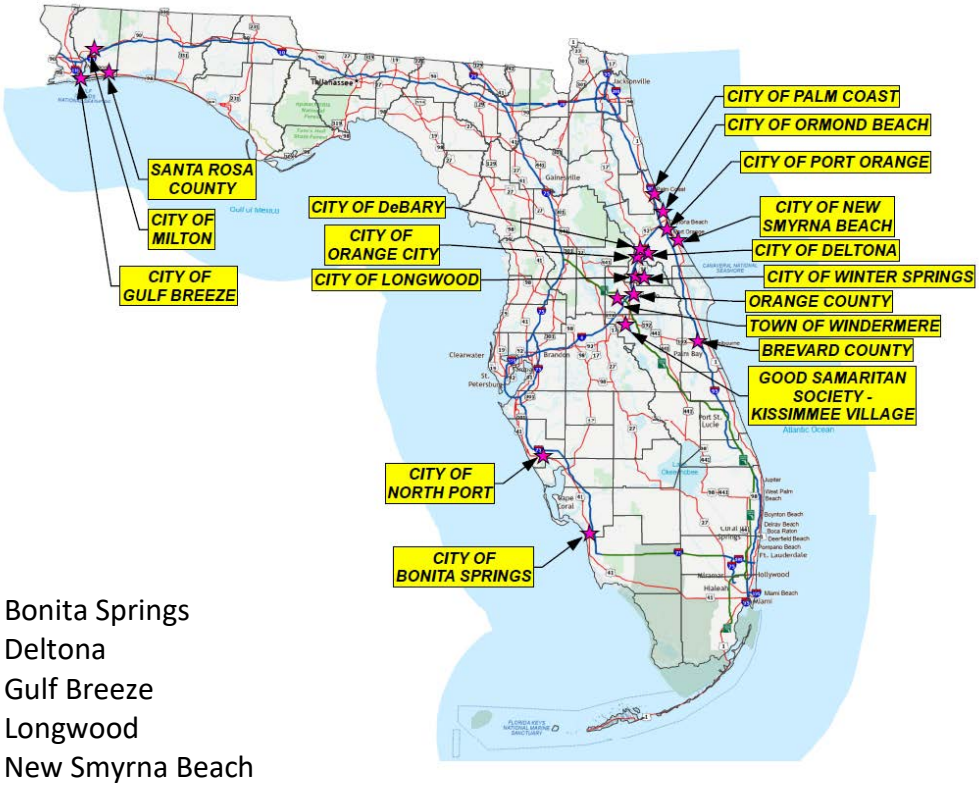
GRANT MANAGEMENT CONTRACTS WITH GOVERNMENTAL AND PRIVATE CLIENTS

The following listing summarizes current and past clients served by Pegasus Engineering under FEMA grant management services contracts for specific projects or under continuing contracts:

PEGASUS CLIENT	FLORIDA REGION	NUMBER OF GRANT-RELATED PROJECTS
City of Ormond Beach	East Central Florida (Volusia County)	2
Santa Rosa County	Northwest Florida (Florida Panhandle)	18
City of Bonita Springs	West Florida (Lee County)	11
City of New Smyrna Beach	East Central Florida (Volusia County)	9
City of Port Orange	East Central Florida (Volusia County)	9
City of DeBary	East Central Florida (Volusia County)	8
City of Deltona	East Central Florida (Volusia County)	8
City of Winter Springs	Central Florida (Seminole County)	6
City of Longwood	Central Florida (Seminole County)	5
City of Palm Coast	Northeast Central Florida (Flagler County)	4
Town of Windermere	East Central Florida (Orange County)	4
AdventHealth	East Central Florida (Flagler County)	3
City of Gulf Breeze	Northwest Florida (Santa Rosa County)	3
Orange County	East Central Florida	3
Brevard County	Southeast Central Florida	2
Good Samaritan Society, City of Kissimmee	South Central Florida (Osceola County)	2
City of Milton	Northwest Florida (Florida Panhandle)	1
City of North Port	West Florida (Sarasota County)	1
City of Orange City	East Central Florida (Volusia County)	1
Santa Rosa Island Authority	Northwest Florida (Florida Panhandle)	1

The Pegasus team has been providing numerous cities and counties throughout the State of Florida with grant management services related to FEMA Programs (i.e., HMGP, FMA, BRIC, LPDM, etc.) for almost two decades. Because of this long tenure, the Pegasus Engineering team is very familiar with the rules and regulations established by FEMA. Our team of professionals strives to exceed the expectations of our clients as well as FEMA as the funding institution.

The State of Florida map presented herein depicts Pegasus' current and past clients served by our firm under grant management services contracts.



Pegasus Engineering holds <u>current</u> grant management related continuing contracts with the following clients in the State of Florida which are projected to extend through 2025:

- City of Bonita Springs
- City of Deltona
- City of Gulf Breeze
- City of Longwood
- City of New Smyrna Beach
- City of Orange City
- City of Palm Coast
- City of Port Orange
- City of Winter Springs
- Santa Rosa County

The Pegasus Engineering professionals to be assigned to this contract have a wealth of experience with previous projects that are very similar in nature to the tasks envisioned by the City of Ormond Beach as part of this Grant Compliance Services contract. More specifically, David Hamstra, P.E., CFM and Leylah Saavedra, P.E., CFM are very well-respected professionals in the field of grant management in the State of Florida. Mr. Hamstra and Ms. Saavedra, supported by their team of grant management professionals, have extensive experience working with local governments on securing and managing FEMA grants secured under the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance Program (FMA), the Pre-Disaster Mitigation Program (PDM), and the Building Resilient Infrastructure and Communities Program (BRIC). Additionally, the Pegasus team has a wealth of experience securing and managing NRCS, FDEP, HUD Grant programs (i.e., Community Development Block Grant or CDBG, CDBG-Disaster Recovery and CDBG-Mitigation), ARPA grant projects, Department of Commerce – Economic Development Administration grant projects, etc.

Pegasus Engineering does not foresee any potential conflicts of interest between the City of Ormond Beach's contract and our firm’s contracts with our other current clients.

Our successful grant-related services encompass several factors, including: early coordination with our clients, securing input from affected residents via flood questionnaires, close coordination with local officials with historical flooding knowledge, detailed field reviews, preparation of hydrologic and hydraulic (H&H) studies, grant application development, preparation of benefit cost analyses, and grant management services. The latter involves preparation of quarterly reports, requests for reimbursement, and close-out request packages including requests for final inspections, coordination with client and residents regarding land and/or easement acquisitions, review of pertinent grant documentation, review of construction bid documents, bid submittals and contracts for consistency with grant program guidelines, coordination with construction contractors regarding grant contract requirements, and addressing Requests for Information from the Florida Division of Emergency Management (FDEM), among others. Another critical element for successful grant management is to ensure that the period of performance and the budget are maintained. Pegasus Engineering constantly monitors the project progress to ensure adherence to the FEMA-established grant timelines and budgets. However, when the need arises, well-documented period of performance extension requests and/or budget increase requests are submitted to FDEM for review and approval consideration.

In other cases, the scope of work originally presented to FDEM/FEMA may change unpredictably. In these cases, a scope of work modification request needs to be submitted to FDEM. The key to a successful scope of work modification is to coordinate with FDEM's Project Manager promptly and with as much detail as possible, including the submittal of a revised project cost estimate, if applicable, so that the FDEM's Engineering Technical Unit can re-run the Benefit Cost Analysis and demonstrate continuing cost effectiveness.

COMPLETED/CURRENT EXAMPLES OF GRANT ADMINISTRATION WORK

As justification / documentation of our previous experience with Federal and State grant management, please refer to the following ten (10) representative Pegasus Engineering projects, which demonstrate our prior FEMA grant-related experience.

Project Name	Client
Metron Estates Drainage Basin Improvements	Santa Rosa County, Florida
Elevation of 9 Flood-Prone Homes and Demolition/Reconstruction of 17 Flood-Prone Homes	City of New Smyrna Beach, Florida
Orlo Vista Flood Mitigation Project	Orange County, Florida
Spring Creek Golf Course Drainage Improvements	Bonita Springs, Florida
City Hall Generator	City of Palm Coast, Florida
Saferoom for First Responders	City of Longwood, Florida
Emergency Power Upgrade for Chiller Support	Florida Hospital New Smyrna Beach
Elevation of 87 Structures – Decommissioning of Wastewater Treatment Plant	Good Samaritan Society Kissimmee, Florida
IBE/Downs/Quinn/Dean West of Imperial Voluntary Home Acquisition and Demolition	City of Bonita Springs, Florida
Elevation of 6 Flood-Prone Homes and Acquisition Demolition of 6 Flood-Prone Homes	City of Port Orange, Florida






METRON ESTATES SUBDIVISION
DRAINAGE BASIN IMPROVEMENTS
SANTA ROSA COUNTY, FLORIDA (4337-514-R)

Services Provided:
- **HMGP Grant Application Development and Grant Management Services under Phases I and II of the FEMA grant agreement**
- **Benefit Cost Analysis**
- Data Collection and Field Work
- Drainage Inventory and Mapping
- Hydrologic / Hydraulic Analysis
- Design and Permitting
- Construction Plans
- Post-Design Services

Engineering Fees:
$26,740 (HMGP Grant Application Development)
$55,709 (Grant Management)
$306,784 (Design Engineering Fees)

Construction Cost:
$5,402,588 (lowest bid)
$44,500 (Post-Design)

Construction Completion Date:
September 2023 (projected)

Client Reference:
Lani Burritt, Grants and Special Projects Director
6495 Caroline Street, Suite G
Milton, Florida 32570
850-981-2016 (phone)
850-981-2015 (fax)
lanib@santarosa.fl.gov

Project Manager:
David Hamstra, P.E., CFM (Engineering Design)

Senior Project Engineers:
Leylah Saavedra, P.E., CFM (HMGP Grant Application Development, and Phases I and II Grant Management Services)

Mike Bruegger, P.E. (Engineering Design)

FDEM Project Managers:
Angela Collins

The project is located south of Pennington Lane, west of La Floresta Subdivision and Pea Ridge Market & Self Storage, north of Highway 90, and east of Keyser Lane, within Pace, Florida 32571, within unincorporated Santa Rosa County. The Metron Estates Drainage Basin has suffered from chronic localized yard and roadway flooding, structural flooding of over thirty (30) single family residences, and severe erosion for many years due to inadequate and lack of existing stormwater infrastructure to properly capture and convey stormwater runoff as well as due to moderate to steep topography.

Pegasus Engineering conceptualized and designed subdivision-wide drainage improvements to minimize or eliminate future structural damage while protecting the residents from harm's way during and following future flood events. The proposed improvements consisted of:

(1) Stormwater conveyance improvements associated with Evelyn Street, Gregg Avenue, Easter Street, and School Lane rights-of-way as well as stormwater conveyance improvements between Cyril Drive and School Lane (via Pea Ridge Elementary School and Covenant Church of God), between School Lane and Easter Street, between Easter Street and Gregg Avenue, and between Gregg Avenue and Evelyn Street,

(2) Expand the existing Pea Ridge Elementary School stormwater pond and retrofit the existing outfall pipe as well as expand the existing Evelyn Street stormwater pond, and associated control structure and outfall pipes, which involve the acquisition and demolition of an existing home, and

(3) Construct a new stormwater pond between Easter Street and Gregg Avenue, within an existing County owned parcel, and associated control structure and outfall pipe. In addition, install a stormwater lift station and force main system to recover the retained stormwater runoff volume.

The proposed drainage improvements also involved the acquisition of four drainage easements and the adjustment, relocation or upgrade of existing utilities located within the corridors of the proposed improvements.

This project was submitted by Pegasus to the State of Florida Division of Emergency Management (FDEM) for FEMA's Hazard Mitigation Grant Program funding under the Hurricane Irma disaster. Funding was successfully secured, which allowed for the project to move forward to Engineering Design, also completed by the Pegasus Team, and Construction.

The lowest construction bid came in higher than the originally estimated project budget, which prompted a request for a project budget increase.

The project construction is scheduled to be completed in December 2023. The submittal of final deliverables and the official grant close-out will be the responsibility of Pegasus Engineering on behalf of Santa Rosa County.



Elevation of 9 Flood-Prone Homes and Demolition/ Reconstruction of 17 Homes
City of New Smyrna Beach, Florida

4337-197-R
4337-374-R
4337-373-R

Services Provided:
- **HMGP Grant Application Development**
- Benefit Cost Analyses
- Public Meetings
- Engineering Analysis
- Volusia County LMS Presentation
- One-on-One Meetings with Homeowners
- City Council Presentations
- Coordination with DEM and City staff

Engineering Fees:
$203,535

Construction Costs:
Project ❶: $1,287,888 (bid amount)
Project ❷: $997,300 (bid amount)
Project ❸: $3,841,796 (estimate)

Client Reference:
Kyle W. Fegley, P.E., City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168
386-410-2811 / 386-410-2804 (fax)
kfegley@cityofnsb.com

Project Manager:
David Hamstra, P.E., CFM (Project Management)

Senior Project Engineer/Grant Manager:
Leylah Saavedra, P.E., CFM (HMGP and Grant Application Development)

DEM Project Manager:
Carmen Acosta

The Central Beach and Islesboro communities of the City of New Smyrna Beach are located in immediate proximity to the Callalisa Creek and Turnbull Bay waterbodies, which are hydraulically connected to and directly influenced by the Atlantic Ocean via Ponce de Leon Inlet. Climatic changes and global warming are becoming evident in these coastal communities. This fact, combined with their tidal-influenced condition, are making these areas very vulnerable for recurring structural flooding. In October 2016 (Hurricane Matthew) and/or September 2017 (Hurricane Irma), over 40 homes experienced structural flooding and a considerable content loss as flood waters staged between 2 inches and 18 inches inside living quarters, causing vast devastation.

In an attempt to flood-mitigate affected residences, the City of New Smyrna retained the services of Pegasus Engineering to conduct public meetings, coordinate with City staff and local residents, provide updates to the City Commission, and conduct public presentations. The goal of this effort was to establish the number of homeowners interested in mitigating their homes. Once this effort was completed, Pegasus proceeded to conduct one-on-one meetings with individual homeowners in order to hear their concerns, determine their best mitigation alternative, and discuss temporary living expense allowances, given their particular cases. Additional public workshops, a Volusia County Local Mitigation Strategy (LMS) presentation and continuous coordination with homeowners (in order to address their additional concerns) and with the State of Florida Division of Emergency Management (DEM) staff (in order to consult regarding the mitigation strategies being considered) also took place via e-mail correspondence.

Subsequently, Pegasus proceeded to prepare and submit FEMA Hazard Mitigation Grant Program (HMGP) applications to DEM under the Hurricane Irma Disaster (DR-4337) to offset the costs associated with the implementation of the chosen mitigation measures, namely: elevation and mitigation reconstruction. Three HMGP applications were submitted to the State for funding consideration: ❶ Elevation of 6 homes based on Pre-Calculated Benefits; ❷ Elevation of 3 homes based on Benefit Cost Analysis and ❸ Mitigation Reconstruction of 17 homes based on Benefit Cost Analysis.

The HMGP Grant application effort involved the review of available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals. Moreover, field reviews, securing homeowner signatures on FEMA forms, preparing engineer's estimates of construction, relevant figures and maps, Benefit Cost Analyses and supporting technical documentation were also performed. Note that in order to justify the applicability of Sea Level Rise onto the Benefit Cost Analysis module, Pegasus researched and reviewed available tidal and rainfall data associated with Hurricane Irma and prepared a technical analysis justifying tidal influence at Central Beach and Islesboro Communities (although they are not considered coastal areas per FEMA maps). This study was submitted to the State and was subsequently approved by FEMA.

Currently, the elevation projects are moving forward to implementation under two separate elevation contracts and the demolition/reconstruction project is in the bid advertisement phase. As part of this phase of the projects, Pegasus will serve the City by providing further grant management services, including contract reviews, continuous and close coordination with City staff and homeowners, bidding services, public meetings, presentation to City Council, preparation of quarterly reports, requests for reimbursement, securing contractors compliance with grant requirements (including 2 CFR 200 regulations), close-out requests and conducting final inspections with DEM, City staff and homeowners.



ORLO VISTA FLOOD MITIGATION PROJECT
ORANGE COUNTY, FLORIDA
(CDBG-MIT IR033)
(4337-023-A)

Services Provided:
- **HMGP Grant Management Services under Phases I and II of the FEMA grant agreement**
- **CDBG-MIT Grant Management Services**

Engineering Fees:
$15,370.46 (HMGP Grant Management of Phase I)
$48,193 (CDBG Grant Management of Phase II)
$84,787 (HMGP Grant Management of Phase II)

Construction Cost:
$21,551,322 (low bid)

Construction Completion Date:
May 2025(projected)

Client Reference:
Orange County
Stormwater Management Division
4200 South John Young Parkway
Orlando, Florida 32839

Mike Drozeck, P.E., CFM
Manager
407-836-7919 (phone)
mike.drozeck@ocfl.net

Liliana Ramirez, CFM
Assistant Project Manager
407-836-7744 (phone)
liliana.ramirez@ocfl.net

Project Manager:
David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineer:
Leylah Saavedra, P.E., CFM (HMGP and CDBG-MIT Grant Management Services)

DEM Project Manager:
Suzi Boydston

DEO Project Manager:
Alec Piergiorgi

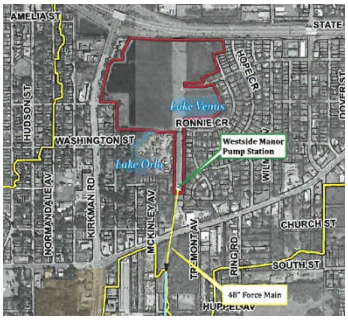
The Orlo Vista neighborhood is located north of Old Winter Garden Road, south of State Road 408, east of North Pine Hills Road and west of South Kirkman Road, in Orange County, Florida.

The existing ponds serving the Orlo Vista community are landlocked and rely on a pump station for flood control. The volume in the ponds and pump station discharge rates are inadequate to prevent flooding in the neighborhood during major storm events. Consequently, 139 homes suffered structural flooding during Hurricane Irma.

Orange County secured funding from HUD via the Community Development Block Grant - Mitigation (CDBG-MIT) Program and from FEMA via the Hazard Mitigation Grant Program (HMGP) to design and construct improvements to the stormwater ponds and pump station to mitigate flooding by providing additional volume needed to protect structure finished floors during a 100-year storm event.

Specifically, the project will encompass the following improvements:

- Excavate three existing ponds
- Install armoring on pond slopes to prevent erosion and maintain designed slopes
- Decommission the existing pump station and force main
- Install a new pump station with force main to Shingle Creek (where the current system outfall is located)
- Lower/install piped connections between ponds to help convey water to the proposed pump station.



Orange County successfully finalized the Phase I (engineering design and permitting) services. Upon successfully submission of Phase I deliverables to FDEM, the State issued a grant agreement for Phase II (construction) services. Due to current high market conditions, the lowest construction bid came in 214% higher than anticipated; which prompted Pegasus Engineering to prepare and submit a budget increase request to FDEM. The project was determined to be cost effective based on the higher construction cost, and additional financial assistance was allocated to the project by FEMA to cover the project's cost overrun.

The construction of this important flood control project is scheduled to be completed in May 2025. Final deliverables will be submitted by Pegasus Engineering to the State on behalf of Orange County and the official project close-out will conclude with a final inspection by FDEM.





SPRING CREEK GOLF COURSE DRAINAGE IMPROVEMENTS

CITY OF BONITA SPRINGS, FLORIDA (4337-271-R)

Services Provided:
HMGP Grant Management Services currently under Phase I of the FEMA grant agreement

Construction Cost (estimate):
$21,140,000

Acquisition Cost:
$5,850,000

Engineering Design Completion Date:
February 2023 (anticipated)

Client Reference:
Elly McKuen
Project Engineer
9101 Bonita Beach Road
Bonita Springs, Florida 34135
239-949-6262 (phone)
elly.mckuen@cityofbonitasprings.org

Project Manager:
David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineer:
Leylah Saavedra, P.E., CFM
(FEMA Grant Management Services)

FDEM Project Manager:
Suzi Boydston

Hurricane Irma made landfall in Bonita Springs as a Category 3 storm on September 10, 2017. Bonita Springs was identified as the third most impacted community in the state, behind Monroe County and Everglades City. The hurricane caused flooding throughout the City. However, the area surrounding the golf course endured approximately three to four feet of standing water from the storm.

The lack of sufficient land to provide needed stormwater treatment areas for water flows from the north and east of the City of Bonita Springs area severely impends the hydraulic re-connectivity of the headwaters of Spring Creek located east of Interstate 75 in the Flint Pen Strand to the north branch of Spring Creek. There is a minimal amount of water flowing under 1-75 through undersized culverts that drains to Spring Creek. The restrictive flow of stormwater from Hurricane Irma, along with the lack of adequate water storage and drainage facilities caused standing water in the neighboring residential areas north and east of Spring Creek. Prior to the construction of Interstate 75 (1-75), water that flowed to the west of the City from the north and east was redirected south and collected into the Imperial River. The impacts to 1-75 from Hurricane Irma forced large amounts of stormwater south to the Imperial River. The additional stormwater is severely impairing the Imperial River. During Hurricane Irma, the Imperial River overflowed its banks onto the surrounding roadways and neighborhoods for extended periods of time. Multiple flood studies have noted that with the return of the historic Spring Creek water way it would reduce the load on the Imperial River.

The Project will involve acquisition of approximately 111 acres known as the defunct Bonita Springs Golf Course property. The property is located in the northern area of the City of Bonita Springs. It is surrounded by single and multi-family residential units within the Bonita Springs country Club area. This area is more commonly described as being bound on the east by 1-75 and Old US 41 on the west. The acquisition of the Bonita Springs Golf Course would entail a two-phase project. The first phase is acquisition, the followed by the planning, design, and construction documents for the stormwater improvements. The second phase would be the construction of a regional flow-way through the golf course property. The construction/restoration of this historic regional flow-way through the golf course would be, but is not limited to, the upsizing of culvert crossings under 1-75, construction of berms, filter marshes, flow control structures and overland flowways. Installation of roadway drainage systems/ditches/swales/canals, and the upsizing of downstream culverts (west of the Interstate) within Spring Creek itself.

The City of Bonita Springs prepared and submitted a Hazard Mitigation Grant program (HMGP) application to the Florida Division of Emergency Management (FDEM) for FEMA funding. FDEM granted the City a $9.6M for the implementation of this project.

Pegasus Engineering is assisting the City with grant management services related to on-going coordination with the Engineer-of-Record and FDEM, preparation of quarterly reports, requests for reimbursement, period of performance end date extension requests, and close-out procedures related to Phase I services. Upon approval of Phase I final deliverables by FDEM, the City expects receiving a grant agreement for Phase II services, which will authorize the implementation of this important drainage retrofit project.







CITY HALL GENERATOR
CITY OF PALM COAST, FLORIDA (4283-24-R)

Services Provided:
- **HMGP Grant Management Services**

Engineering Fees:
$26,000 (HMGP Grant Management Services)

Project Cost:
$444,978 (Estimate)

Anticipated Completion Date:
May 2019 (original)
November 2019 (revised)
(Period of Performance End Date: November 30, 2019)

Client Reference:
Susan Knopf
Project Coordinator
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Office 386-986-2463
sknopf@palmcoastgov.com

Carl Cote, P.E.
Stormwater & Engineering Department Director
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Office 386-986-3748
ccote@palmcoastgov.com

Project Manager:
David Hamstra, P.E., CFM
(grant management and QA/QC)

Senior Project Engineer:
Leylah Saavedra, P.E., CFM
(HMGP grant management)

DEM Project Manager:
Velma Noel (former) and
Holly Swift

In June 2017, and subsequent to the Hurricane Matthew Disaster Declaration, the City of Palm Coast submitted a grant application to the State of Florida Division of Emergency Management (DEM) for funding consideration of this project. An award letter was issued on November 13, 2017 and a grant agreement was received by the City on December 11, 2017, with a Period of Performance end date of November 30, 2019. The original scope included the purchase and installation of a 750 KW generator. However, during the design phase, it was determined that a 1,000 KW generator, a fuel tank, and an automatic transfer switch were required to accommodate future building occupancy growth, as well as the completion of the IT server room. A scope of work modification and a cost increase request was submitted to DEM by the City and was approved for additional funding consideration.

In April 2018, the City of Palm Coast retained Pegasus Engineering, LLC (David Hamstra and Leylah Saavedra) to provide grant management and compliance services for this project to successful project completion.

Pegasus Engineering performed the following tasks associated with the grant management of this important City project: performed a kick-off meeting and a site inspection of the project site, coordinated with DEM staff regarding the scope of work modification request, assisted City staff with the incorporation of Ruling 2 CFR Part 200 into the bid package, prepared a summary of applicable grant agreement regulations to be disclosed to all contractors, coordinated with the City Attorney regarding compliance of the bid package with grant regulations, converted design fees into pre-award costs in order for these costs to qualify for FEMA reimbursement, reviewed the grant agreement modification received from DEM, and prepared comments to be addressed by Velma Noel (DEM). Due to a project cost overrun caused by a higher than anticipated lowest bid received, Pegasus requested approval from DEM for the piggybacking into a governmental contract with the generator manufacturer in order to lower the project cost to remain cost effective. Active coordination with DEM was necessary and a revised grant agreement approving the contract piggybacking was granted by DEM.

Due to unforeseen delays, the project's schedule was extended and the project required a Period of Performance end date extension which was requested to DEM by Pegasus Engineering on behalf of the City of Palm Coast.

Additional grant management services performed as part of this contract included the preparation of additional quarterly reports, requests for reimbursement and a close-out request, which will included the submittal of final deliverables, and a request for a final inspection by DEM, per requirements of the HMGP grant agreement. Construction of this project was completed as of June 2020, DEM's final inspection was completed with no comments to be addressed by the City and DEM successfully closed-out the project.







CITY OF LONGWOOD'S SAFE ROOM

LONGWOOD, FLORIDA (4468-033-R)

Services Provided:
- **HMGP Grant Application Development and Grant Management Services under Phases I and II of the FEMA grant agreement**
- **Benefit Cost Analysis**

Engineering Fees:
$15,408 (HMGP Grant Application Development)
$24,150 (Grant Management)

Construction Cost:
$3,780,000 (estimate)

Construction Completion Date:
September 2024 (projected)

Client Reference:
Shad Smith, P.E.
Director of Public Works/City Engineer
907 East State Road 434
Longwood, Florida 32750
407-260-3447 (phone)
ssmith@longwoodfl.org

Project Manager:
David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineer:
Leylah Saavedra, P.E., CFM (HMGP Grant Application Development, and Phases I and II Grant Management Services)

DEM Project Manager:
Madeline Weiss

This project was conceived due to the City of Longwood lacking a building that could offer life-safety protection to the City's first responders during a disaster event that may cause severe wind damage, including hurricanes. Presently, over one hundred first responders risk their lives during severe weather conditions to keep the City running as safe as possible, given the conditions.

This project proposes the construction of a community saferoom/fire station (firehouse and associated apparatus bay) to be designed and constructed to withstand winds up to 160 mph as well as an associated apparatus bay to be designed and constructed to withstand winds of up to 190 mph. This level of wind protection exceeds the wind speed required for the area per the Florida Building Code (i.e.,149 mph). For the project site, the City acquired the property located at 451 West Warren Avenue.

The proposed safe room will safely house first responders and critical and essential services personnel during natural disasters (i.e., hurricanes). The safe room will also serve as a new City fire station and will include the associated apparatus bay to be constructed with code-plus FEMA funding.

Pegasus Engineering developed and submitted to the State of Florida Division of Emergency Management (FDEM) a grant application under the Hazard Mitigation Grant Program sponsored by FEMA under Hurricane Dorian (4468-FL-DR). The project was selected by FEMA for funding consideration and is currently in the design phase (by Wannemacher Jensen Architects, Inc.).

Once the Phase I (engineering design) services are successfully completed, and FDEM issues the grant agreement for Phase II (construction), the City will proceed to advertise for construction services. Due to the current high market conditions, it is anticipated that the lowest construction bid will come in higher than the construction budget approved by FEMA. At that point, Pegasus Engineering will prepare and submit to FDEM a budget increase request for confirmation of cost effectiveness at the higher cost and for additional funding consideration.

The project construction is scheduled to be completed in September 2024. Final deliverables and official project close-out will be prepared by Pegasus Engineering and submitted to FDEM on behalf of the City of Longwood and in accordance with the grant agreement.






EMERGENCY POWER UPGRADE FOR CHILLER SUPPORT
NEW SMYRNA BEACH, FLORIDA (4283-15-R)

FLORIDA HOSPITAL NEW SMYRNA

Services Provided:
- **HMGP Grant Application Development for a Critical Facility**

Engineering Fees:
$20,000 (HMGP Grant Application Development)

Project Cost:
$500,000 (Estimate)

Originally Anticipated Completion Date:
June 31, 2019
(Period of Performance End Date: October 31, 2019)

Client Reference:
Carolyn Boyle, RN, LHRM
Risk Manager
Florida Hospital New Smyrna
401 Palmetto Street
New Smyrna Beach FL 32168
Office 386-424-5052
carolyn.boyle@ahss.org

William Coulson
Sodexo On-Site Service Solutions
Florida Hospital New Smyrna
401 Palmetto Street
New Smyrna Beach FL 32168
Office 386-424-5053
bill.coulson@ahss.org

Project Manager:
David Hamstra, P.E., CFM
(grant management and QA/QC)

Senior Project Engineer:
Leylah Saavedra, P.E., CFM
(HMGP grant application development and close coordination with DEM staff: Ms. Renee Singh, Ms. Paula Catledge and Mr. David Ugrekhelidze)

DEM Project Manager: Renee Singh

In October 2016, following the aftermath of Hurricane Matthew (federal disaster declaration FEMA-4283-DR), the Florida Hospital New Smyrna found itself in a vulnerable position as it was forced to remain closed for seven days due to lack of power and the failure of a generator and subsequently a chiller. The lack of power for seven days caused the loss of a considerable amount of sterile supplies due to the introduction of humidity into the air system caused by the chiller failure. The hospital losses added up to approximately $1.67 million while it remained closed.

Florida Hospital New Smyrna retained Pegasus Engineering, LLC (David Hamstra and Leylah Saavedra) to prepare and submit a Hazard Mitigation Grant Program (HMGP) application in order to secure funding to enhance the electrical infrastructure to support a chiller fed by a generator to guarantee effective HVAC functions during power outages caused by inclement weather and to avoid impacts to the operational capabilities of the hospital.

The proposed improvements to the chiller's electrical infrastructure will allow for its functionality to be restored upon any potential power failure by running a second feeder to a redundant breaker already onsite. Additionally, the hospital proposes to install flood barriers for the back of the chiller room and boiler room, roll-up garage doors and entrance doors to protect the existing chillers from any future flooding conditions.

Pegasus Engineering staff successfully secured HMGP funding for this critical facility, and coordinated with Florida Hospital New Smyrna staff regarding the competitive bidding required to secure design services and construction services.

Grant Management Services, which generally encompass bidding support services, close coordination with hospital and contractor staff to ensure full compliance with grant agreement, and the preparation of quarterly reports, reimbursement requests, and a close-out request are tasks that were envisioned for this promising project. However, it should be noted that due to hospital budget constraints, Florida Hospital made the decision to withdraw the grant agreement after it was successfully secured.







FLOOD MITIGATION IMPROVEMENTS – ELEVATION OF 87 STRUCTURES

CITY OF KISSIMMEE, FLORIDA

Good Samaritan Society
Kissimmee Village

Services Provided:

- **Request for FEMA Public Assistance, Exploratory Call with FEMA's Program Delivery Manager, In-Person Recovery Scoping Meeting, Damage Inventory Development**
- **HMGP Grant Application Development and Grant Management Services**

Engineering Fees:
$50,000 (Public Assistance)
$25,000 (HMGP Application Development)

Estimated Construction Cost:
$50,000,000

Client Reference:
Kim Otten, Construction/Design Project Manager
1550 Aldersgate Drive
Kissimmee, Florida 34746-6599
605-362-3111 (phone)
407-933-3247 (fax)
kotten@good-sam.com

Project Manager:
David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineers:
Leylah Saavedra, P.E., CFM
(Public Assistance and HMGP Grant Application Development)

Greg Teague, P.E., CFM
(Engineering Design)

DEM Project Manager:
Douglas Galvan (DEM-Orlando)

This elevation project encompasses 87 structures located within the Good Samaritan Village of Kissimmee that house an elderly population in 261 residential units. These structures, all of which are located within Special Flood Hazard Area AE, experienced extensive structural flooding and devastation in September 2017 following Hurricane Irma. Flood waters covered the roadways and entered dwellings. Floodwater intrusion combined with sanitary sewer back-ups caused severe contamination of all dwelling contents. Evacuation efforts started on September 12, 2017 and concluded on September 20, 2017.During this period, 367 residents from the village, of which approximately 200 residents are associated with the proposed project, were evacuated via 5 Lynx buses and 11 school buses, as well as via numerous emergency response units. Osceola County, Florida Department of Health, Osceola Fire Rescue, Osceola Sheriff's Office, Kissimmee Police, Kissimmee Fire Rescue, Osceola Council on Aging and other agencies worked together to provide shelter until the residents could safely return to their homes.

The project involves the elevation of 87 structures 1 foot above the 500-year base flood elevation, for a total of 5 feet (approx.) from existing ground. These 87 structures contain 2, 3 or 4 housing units, for a total of 261 units. The habitable living areas of the original structures will be elevated and the non-habitable areas will be designed to allow for ingress and egress of flooding waters via flood vents. Appropriate ingress access points into living areas will be provided via walkways with handrails, ramps and/or lift platforms or elevators while all utilities will be reconnected once the structures are elevated. The project will be completed in strict compliance with the Florida Building Code and ASCE 24-14 and shall meet National Flood Insurance Program standards, as well as, local floodplain ordinances, or any other applicable local regulations. When completed, the project shall exceed the Osceola County elevation requirements. Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below the BFE will be flood-resistant.

In November 2017 Pegasus Engineering was retained by the Good Samaritan Society to prepare and manage a FEMA Public Assistance Request for the $35 million dollar loss encompassed due to damages to the village caused by Hurricane Irma in September 2017. In August 2018, and April 2019 Pegasus Engineering prepared and submitted to the State of Florida Division of Emergency Management (DEM) HMGP grant applications for the flood improvements – elevation project previously described under the Hurricane Irma and Hurricane Michael disasters. The project was presented to the Osceola County Local Mitigation Strategy working group, with whom Pegasus holds an active role as it represents the Society during quarterly and special meetings. The scope of this project was revised to focus on the decommissioning of an onsite wastewater treatment plant before the elevation of structures is implemented. This was done to prevent any future environmental concerns that could be triggered by potential sanitary sewer back-ups. Pegasus successfully secured Phase I funding for this project on behalf of the Society.





IBE/Downs/Quinn/Dean West of Imperial Home Acquisition Project

City of Bonita Springs, Florida (CDBG-DR I0086)

Services Provided:
- **CDBG-DR Grant Management Services**

Engineering Fees:
$51,363 (labor cost to date)

Acquisition Cost Allowed:
$5,000,000 (grant amount)

Construction Completion Date:
January 2025 (projected)

Client Reference:
Elly McKuen
Project Engineer
9101 Bonita Beach Road
Bonita Springs, Florida 34135
239-949-6262 (phone)
elly.mckuen@cityofbonitasprings.org

Project Manager:
David Hamstra, P.E., CFM
(Project Management and QA/QC)

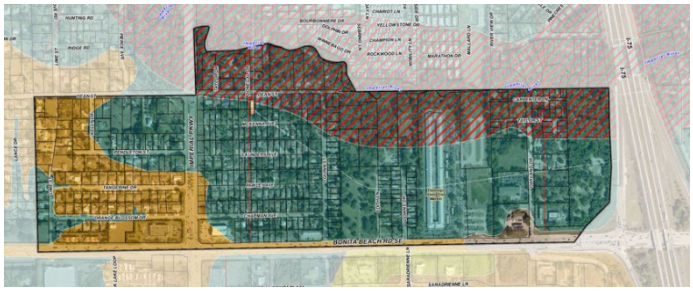
Senior Project Engineer:
Leylah Saavedra, P.E., CFM (CDBG-DR Grant Management Services)

DEO Project Manager:
Davion Dunston

Hurricane Irma made landfall in Bonita Springs as a Category 3 storm on September 10, 2017. Bonita Springs was identified as the third most impacted community in the state, behind Monroe County and Everglades City. The hurricane caused flooding throughout the City. However, the Quinn/Downs/Dean Neighborhood bound by the Imperial River on the north, Interstate 75 on the east, Bonita Beach Road on the south and Lime Street on the west received as much as four (4) feet of standing water in the majority of the residential structures for more than a month. The flooding of the neighborhood appeared to originate from two different locations. The first area is from riverine flooding from the Imperial River to a low-lying wooded area east of Quinn Street. The second source of flooding appears to come from backflow from the Imperial River into a drainage channel east of Imperial Parkway. The limited drainage infrastructure within the neighborhood impacted by backwater from Imperial Parkway, which prolonged the flood duration by not allowing the flooded water within the neighborhood to drain until after the Imperial River receded. The lack of site topography also limited how well water drained to the few existing inlets, after the river banks have overtopped, resulting in ponded water within isolated low areas even after the Imperial River began to recede. The stagnation and significant duration of water kept residents out of their homes, infiltrated the sanitary sewer and delayed power restoration. The existing ponds serving the Orlo Vista community are landlocked and rely on a pump station for flood control. The volume in the ponds and pump station discharge rates are inadequate to prevent flooding in the neighborhood during major storm events. Consequently, 139 homes suffered structural flooding during Hurricane Irma.

The City of Bonita Springs prepared and submitted a Community Development Block Grant Disaster Recovery (CDBG-DR) application to the State of Florida Department of Economic Opportunity (DEO) for funding from the U.S. Department of Housing and Urban Development (HUD) for the acquisition and demolition of affected residential structures. DEO granted the City a $5M CDBG-DR grant for the implementation of the Voluntary Home Buyout Program, which will allow to keep the acquired parcels as open space in perpetuity.

Pegasus Engineering is assisting the City with grant management services related to coordination with homeowners interested in the program, preparation of Tier II Environmental Report Records, public education to incentivize local residents to join the program, public meetings, bi-weekly coordination meetings with DEO and City staff, among others.








Elevation of Flood-Prone Homes and Acquisition/Demolition of Flood-Prone Homes

Port Orange, Florida

Services Provided:
- Data Collection
- Field Work
- Benefit Cost Analysis
- Flood Mitigation Cost Estimate
- FMA and Swift-Current FMA Grant Application Development Services
- Requests for Information (RFI) from FDEM's Technical Units
- Public Meetings

Completion Date:
2023 - 2026

Client Reference:
Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Office: 386-506-5661
Fax: 386-506-5699
mtomlinson@port-orange.org

Grant Program Manager:
David Hamstra, P.E., CFM

Grant Project Manager:
Leylah Saavedra, P.E., CFM

Grant Specialist:
Amber Tirado

The City of Port Orange experienced citywide flooding devastation caused by Hurricanes Ian (September 2022) and Nicole (November 2022), which prompted the City to perform substantial damages assessments of properties affected by flooding. Due to the overwhelming amount of properties deemed substantially damaged, the City implemented a Citywide Flood Mitigation Program that included the opportunity to have local residents sign up for FEMA grant opportunities for the elevation or acquisition/demolition of their affected structures.

As part of FEMA's FY 2023 Flood Mitigation Assistance (FMA) Program and FY 2023 Swift Current Flood Mitigation Assistance (SC-FMA) Program, twelve affected families participated in the grant applications under the elevation project and acquisition/demolition project. The majority of the participants were owners of structures also classified by FEMA as repetitive losses and severe repetitive losses, which qualifies the homeowners to 90% to 100% FEMA matches, once the project is awarded federal funding.

The City coordinated directly with the homeowners regarding their history of losses while Pegasus Engineering was in charge of performing field reconnaissance efforts, as well as the preparation of project cost estimates and benefit cost analyses to demonstrate the projects' cost effectiveness. Pegasus also developed the FMA grant application packet, including the submittal of documentation typically requested during the Request for Information (RFI) phase of the review process, in an effort to minimize the review comments by FDEM and eventually by FEMA. The grant application packet was officially submitted to FDEM via the FEMA GO digital platform.

Upon learning of the Swift-Current Grant Application Opportunity, the City decided to also apply for said funding. Pegasus Engineering assisted the City by preparing the grant applications and submitting them to the City for official uploading into the e-grants digital system.

Requests for Information (RFI) from FDEM's programmatic and engineering technical units were received by the City and promptly addressed by Pegasus Engineering.

Both applications were reviewed by FDEM technical staff and recommended for FEMA funding to FEMA. Currently, the grant applications are in the queue to be reviewed by FEMA. Upon receipt of the Federal Award Letter, the City will proceed with implementation of both projects, as the homeowners are eager to elevate their affected homes or proceed with the sale of their properties to the City, who in turn will commit to maintaining the land as open space in perpetuity.





WORKING RELATIONSHIPS WITH FEMA AND OTHER GRANT ENTITIES

Pegasus Engineering's long tenure serving Cities and Counties under FEMA grant management contracts has allowed us to establish continuous interaction with the State of Florida Division of Emergency Management (FDEM), the entity that manages FEMA's mitigation programs on behalf of FEMA in the State of Florida, as well as with FEMA staff. Said interactions have turned into long-term relationships with key members of FDEM and FEMA, who have acknowledged the high-quality work products produced by our company as well as our commitment to reduce and/or eliminate flooding conditions to the best of our abilities. Our commitment to improve the quality of life of so many affected residents who are victims of devastation caused by severe storm events, including hurricanes, drives our team of professionals to strive at what we do.

❖❖❖❖❖



Tab C

References

C. References



PEGASUS ENGINEERING'S REFERENCES RELATED TO GRANT MANAGENT SERVICES

Pegasus Engineering has extensive experience with FEMA grant management for numerous projects throughout the State of Florida. We are confident that our knowledge and past experience will exemplify the expertise that is required to best serve the Village of Estero on this contract and for the benefit of all those affected.

Pegasus Engineering is proud of the FEMA-grant management services provided to our previous and current clients. Flood-related mitigation and wind mitigation are of the utmost priority to our team of professionals, who strive to provide high-quality services for the ultimate benefit of those affected by natural disasters. Over $100 million dollars, of which $80.2 million dollars correspond to FEMA grant funding, have been secured by our senior personnel on behalf of various clients while $40 million dollars are being successfully managed by our talented team of professionals.

As validation of our grant-related experience with FEMA-related projects, Pegasus Engineering is hereby providing contact information for our clients for reference-purposes and for the City of Ormond Beach's convenience. Letters of recommendation follow the reference contact information.

Client Reference No. 1	City of Bonita Springs
Address	9101 Bonita Beach Road
City, State, Zip Code	Bonita Springs, Florida 34135
Contact Person	**Ms. Elly Soto McKuen** **Sr. Project Manager**
Telephone and E-Mail	239-949-6262 / elly.mckuen@cityofbonitasprings.org
Scope of Work	Grant Management Services, Assistance with Grant Application Preparation, Data Collection, Environmental Review Records Preparation, Benefit Cost Analysis Technical Reviews, Quality Assurance Plan Preparation

Client Reference No. 2	City of Deltona
Address	201 Howland Boulevard
City, State, Zip Code	Deltona, Florida 32738
Contact Person	**Ms. Phyllis Wallace** **Deputy Public Works Director**
Telephone and E-Mail	386-878-8965 / pwallace@deltonafl.gov
Type of Service	Grant Application Preparation, Data Collection, Field Work, Hydrologic/Hydraulic Analysis, Benefit Cost Analyses, Engineering Report, Preliminary Design, Computer Modeling, and Public Meetings.

Client Reference No. 3	City of New Smyrna Beach
Address	210 Sams Avenue
City, State, Zip Code	New Smyrna Beach, Florida 32168
Contact Person	**Mr. Kyle Fegley, P.E., City Engineer**
Telephone and E-Mail	386-410-2811 / kfegley@cityofnsb.com
Type of Service	Grant Application Preparation and Management Services, Data Collection, Field Work, Inventory, Mapping, Hydrologic/Hydraulic Analysis, Benefit Cost Analyses, Engineering Report, Preliminary and Final Design, Computer Modeling, Permitting, Construction Drawings, and Public Meetings.

Client Reference No. 4	City of Orange City
Address	200 East Graves Avenue
City, State, Zip Code	Orange City, Florida 32763
Contact Person	**Mr. John A. Peters, III, P.E.** **Engineering Services Director**
Telephone and E-Mail	386-851-7525 / jpeters@orangecityfl.gov
Type of Service	Grant Application Preparation, Data Collection, Field Work, Hydrologic/Hydraulic Analysis, Benefit Cost Analysis, Engineering Report, Preliminary Design, and Computer Modeling.

Client Reference No. 5	Orange County
Address	4200 S. John Young Parkway
City, State, Zip Code	Orlando, FL 32839
Contact Person	**Michael Drozeck, P.E.** **Public Works Department** **Stormwater Management Division Manager**
Telephone and E-Mail	407-836-7945 / mike.drozeck@ocfl.net
Type of Service	Grant Application Preparation and Management Services, Data Collection, Field Work, Hydrologic/Hydraulic Analysis, Benefit Cost Analyses, and Public Meetings.

Client Reference No. 6	City of Port Orange
Address	1000 City Center Circle
City, State, Zip Code	Port Orange, Florida 32129
Contact Person	**Margaret Tomlinson, RLA, LEED AP** **Construction & Engineering Manager** **Community Development**
Telephone and E-Mail	836-506-5661 / mtomlinson@port0orange.org
Type of Service	Grant Application Preparation, Data Collection, Field Work, Benefit Cost Analyses, and Public Meetings.

Client Reference No. 7	Santa Rosa County
Address	6495 Caroline Street, Suite M
City, State, Zip Code	Milton, Florida 32570
Contact Person	**Ms. Lani Birchett**, **Grants & Special Programs Director**
Telephone and E-Mail	850-981-2016 lanib@santarosa.fl.gov
Type of Service	Grant Preparation and Management Services, Data Collection, Field Work, Mapping, Hydrologic/Hydraulic Analysis, Benefit Cost Analyses, Engineering Report, Preliminary and Final Design, Modeling, Permitting, Construction Drawings, and Public Meetings.

Please refer to the following letters of reference pertaining to Pegasus Engineering's grant management services that demonstrate the level of professionalism and dedication our team of professionals has to offer to the City of Ormond Beach under this contract.

March 5, 2024

9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.org

Rick Steinmeyer
Mayor

Jamie A. Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

RE: Pegasus Engineering, Inc. Letter of Recommendation - Grant Management Services

To Whom It May Concern:

I am happy to provide a recommendation letter for Grant Management Services.
Staff from Pegasus Engineering have been providing the City of Bonita Springs with Grant Management Services for the past two years which has translated into eight high profile flood mitigation and water quality assignments to date. Services performed as part of this contract have included tasks associated with grants sponsored by the Federal Emergency Management Agency (FEMA), HUD's Community Development Block Grant (CDBG) Disaster Recovery (DR) and Mitigation (MIT) Programs, and the Florida Department of Environmental Protection (FDEP). Pegasus Engineering has been instrumental in managing over $19 million in grant funding for the benefit of the City of Bonita Springs.

The entire staff at Pegasus Engineering is extremely knowledgeable on current mitigation issues and grant management practices. They are highly knowledgeable at every level of stormwater planning and design and have provided the City valuable support beyond the realms of grant management for the benefit of the City projects.

You will not find a better qualified or more dedicated firm capable of providing the high level of Grant Management Services that the City of Bonita Springs has received from Pegasus Engineering. Pegasus Engineering sets the benchmark for service orientated grant management consultants, and their hard work and dedication to a job well done cannot be overstated.

If I can provide additional information related to Pegasus Engineering's performance for the City of Bonita Springs, please do not hesitate to contact me via telephone at 239-949-6262 or you may contact me via email at Elly.McKuen@cityofbonitasprings.org.

Sincerely,

Elly Soto McKuen
Senior Project Manager

July 9, 2024

To Whom It May Concern:

It is with great pleasure that I prepare this recommendation letter for Pegasus Engineering, LLC for grant compliance services. One of the key strengths of Pegasus Engineering lies in their ability to secure grant funding for critical City projects. They have an impressive track record of identifying and pursuing appropriate funding opportunities, resulting in significant financial resources for our community. Their expertise in grant procurement has relieved the burden on our organization, allowing us to allocate our limited resources to other pressing needs.

Throughout our partnership with Pegasus Engineering, this engineering company has consistently proven themselves to be a reliable and knowledgeable team player in ensuring the City of Deltona's best interest. They possess a thorough understanding of grant requirements from different funding sources and have effectively guided us through the necessary steps to meet and exceed grant requirements and expectations to successfully secure much needed grant funding for City projects.

Moreover, Pegasus Engineering's proficiency in implementing drainage improvements has been exemplary. They possess an in-depth understanding of hydraulic systems and have consistently delivered solutions that effectively mitigate flooding risks and improve overall drainage efficiency. Their engineering designs have been well-thought-out, innovative, and tailored to our specific requirements. Their team's attention to detail and commitment to quality have ensured successful project outcomes, even under challenging circumstances.

In addition to their technical expertise, Pegasus Engineering consistently upholds the highest standards of professionalism and timeliness. Their team is responsive to our inquiries and concerns, and they consistently deliver on their commitments. They have demonstrated excellent communication skills, both in written reports and oral presentations, effectively conveying complex engineering concepts to various stakeholders. Pegasus Engineering has proven themselves to be a reliable partner, always going the extra mile to ensure our satisfaction.

In conclusion, I highly recommend Pegasus Engineering as the City of Deltona's' professional engineering firm for grant compliance services. They have consistently demonstrated their professionalism, timeliness, and dedication to providing exceptional service.

Should you require any further information or have any questions, please do not hesitate to contact me. I am more than happy to provide additional details or discuss Pegasus Engineering's qualifications further.

Thank you for considering my recommendation.

Sincerely,

Phyllis A. Wallace
Deputy Public Works Director
pwallace@deltonafl.gov
386/878-8965 office

CITY OF DELTONA
Public Works
201 Howland Boulevard
Deltona, Florida 32738

City of New Smyrna Beach

March 06, 2024

To Whom It May Concern:

The City of New Smyrna Beach (City) has developed a professional relationship with Pegasus Engineering (Pegasus) based on years of ongoing trust and commitment and are confident their firm will provide capable and cost-efficient services in the best interest of the City. As an example, we have worked with their Senior Project Manager, David Hamstra, P.E., and his team members have provided planning, design and permitting services for Phase III of our $9 million Central Beach Flood Mitigation Project. This project is touted as one of the largest and complex capital improvement endeavors the City has ever undertaken and involved an array of ongoing communication with franchise utility companies, community meetings, on-site field visits, complex flood modeling, and numerous meetings with the St. Johns River Water Management District to bring into compliance an existing urban residential district that likely didn't meet all the guidelines typically specified for new developments. Pegasus was also instrumental with providing technical assistance needed to obtain a 75% grant via Department of Emergency Management, thereby making the project monetarily feasible.

Furthermore, Pegasus provided extensive utility coordination and services with the Utilities Commission including design and permitting for approximately $3 million of water main and sanitary sewer improvements to be implemented simultaneously with the extensive drainage improvements. Pegasus staff has also been very effective (i.e., informative & courteous) in assisting the City, with our Public information Program on this project, as community involvement not only provided input on existing drainage issues, but brought confidence to the Community members we listened and took into consideration their concerns.

Pegasus has also successfully secured and is effectively managing $6.8 million from FEMA's Hazard Mitigation Grant Program for the elevation of 13 flood-prone homes and the demolition reconstruction of 17 homes located within the Central Beach and Islesboro communities. These projects will remove affected properties from harm's way as their finish floor elevations will be well above FEMA's established base flood elevations.

The aforementioned projects are just a few of an array of successful studies, design and capital improvements that the City has teamed up with Pegasus and continue to use their services to address the needs of our community.

The City has been very pleased with the thorough and responsive services provided by Pegasus and Mr. Hamstra's leadership, and without hesitation recommend them to you to provide professional services reflective of our project or other areas of expertise within the firm's capacity.

Should you care to further discuss the City's relationship with Pegasus Engineering, please do not hesitate to contact me at (386) 410-2811 or email me at kfegley@cityofnsb.com.

Respectfully,

Kyle Fegley, P.E.
City Engineer

210 Sams Avenue, New Smyrna Beach, FL 32168
Phone: (386) 410-2811 Fax: (386) 410-2804
www.cityofnsb.com

July 8, 2024

To Whom It May Concern,

The City of Orange City contracted with Pegasus Engineering, LLC of Winter Springs, Florida to complete comprehensive Grant Applications for a Hazard Mitigation Grant (HMG) for E. Graves Avenue earlier this year and for a Transform 386 Grant with Volusia County for a comprehensive Flood Mitigation Project for the Mill Lake and Industrial Drive Basins. Both applications involved significant modeling effort, documentation of flood impacts for various storm events, and developed solutions along with cost benefit analysis. In both cases, we were faced with an extremely tight application deadline. In both cases, the Pegasus team performed admirably with sound engineering analysis, extensive documentation and met the deadlines.

I am still amazed at the level of detail and professionalism that Pegasus showed throughout both application processes. I am proud to have Pegasus Engineering, LLC as part of our Continuing Services contract and Grants team, and I strongly recommend them to other agencies.

Sincerely,

John A. Peters, III, PE
Director of Engineering Services

ORANGE COUNTY GOVERNMENT FLORIDA

PUBLIC WORKS DEPARTMENT ■ STORMWATER MANAGEMENT DIVISION
MICHAEL J. DROZECK, P. E., CFM, Manager
4200 South John Young Parkway ■ Orlando, Florida 32839
407-836-7945 ■ Fax 407-836-7770
E-Mail: Mike.Drozeck@ocfl.net

March 6, 2024

Subject: **Pegasus Engineering Recommendation Letter**

Dear Sir or Madam:

David Hamstra, P.E. and his team of professionals have directed the completion of over 290 drainage basin studies, stormwater master plans, drainage investigations or retrofit designs through continuing stormwater contracts with Orange County since 1992.

Throughout these past 30 years, Mr. Hamstra and his staff have provided the County with responsive and timely work product submittals for numerous drainage retrofit projects that vary in scope and extent from 3 acres to 125 square miles. Their completion of several basin studies for the County led to unique modeling staff experience involving groundwater/surface water modeling of closed basins and pollutant loading modeling. Additionally, Pegasus Engineering has provided exemplary assistance to the County related to grant management services.

We appreciate Pegasus Engineering's high level of expertise, guidance, and customer service provided. As manager of the Orange County Public Works, Stormwater Management Division, I can highly recommend Pegasus Engineering and can attest to the valuable services they have provided to Orange County to date. Please contact me at 407-836-7945 with any questions or for additional information.

Sincerely,

Michael J. Drozeck

Michae J. Drozeck, P. E., CFM
Manager
Orange County Public Works Department
Stormwater Management Division

CITY OF PORT ORANGE

Community Development
Engineering Division
1000 City Center Circle
Port Orange, FL 32129

386 506-5607
386 506-5699 fax

July 1, 2024

Re: Pegasus Engineering, LLC Letter of Recommendation

To whom it may concern:

As Project Administrator for the City of Port Orange FEMA grant projects, I am pleased to offer this letter of recommendation for Pegasus Engineering, LLC. Our staff has been working with David Hamstra and Leylah Saavedra on multiple FEMA grants to secure funding for homes that were flooded during Hurricanes Ian and Nicole. Mr. Hamstra and Ms. Saavedra have been instrumental in providing guidance and grant management services allowing the City of Port Orange to secure priority ranking through the Volusia LMS and apply to FEMA for millions of dollars of federal disaster funding.

The grant services provided by Pegasus have been invaluable to us. Our staff was unfamiliar with HMGP and FMA grants to mitigate flooded homes. Through the dedicated work effort of Mr. Hamstra and Ms. Saavedra we now have 51 homes under FDEM/FEMA review for grant funding. Pegasus staff have been with us every step of the way and are always available to answer questions, meet with homeowners, perform site visits, attend and present at community meetings in addition to gathering data, technical information and preparing cost benefit analyses to prepare complete grant applications. The FEMA grant process can be daunting, and timeframes are very tight. Pegasus Engineering provided us with the knowledge and resources to successfully maneuver through multiple grant applications and respond to RFIs quickly. We are currently in the grant review process and plan on continuing to retain Pegasus during construction through to project completion.

I feel confident in recommending Pegasus Engineering, LLC for their knowledge, experience and professionalism. If you have any questions, please feel free to contact me.

Sincerely,

Margaret E. Tomlinson, RLA
Construction & Engineering Manager
mtomlinson@port-orange.org

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

Administrative Offices | 6495 Caroline Street, Suite M | Milton, Florida 32570-4592
Office: 850.983.1877 | Fax: 850.983.1856 | www.santarosa.fl.gov

SAM PARKER, District 1
KERRY SMITH, District 2
JAMES CALKINS, District 3
RAY EDDINGTON, District 4
COLTEN WRIGHT, District 5

DEVANN COOK, County Administrator
BRAD BAKER, Asst. County Administrator
THOMAS V. DANNHEISSER, County Attorney

March 5, 2024

To Whom It May Concern:

The Santa Rosa County Grants & Special Programs Department has had the honor of working with Pegasus Engineering, LLC over the last decade. Pegasus has primarily provided services related to applying for and administering funding under the Federal Hazard Mitigation Grant Program. More recently, Pegasus has provided stormwater engineering and project management services for subdivision-wide drainage retrofit projects.

Pegasus was selected due to their extensive knowledge and experience in both hazard mitigation funding and stormwater engineering. Since 2010, Pegasus has been instrumental in helping Santa Rosa County administer over $20 million in Federal Hazard Mitigation funding, and their services were vital in securing nearly $14 million of these Federal funds. In fact, the State of Florida often commends the quality of grant applications and grant management packages they assemble on our behalf.

Pegasus Engineering cares deeply about the work they provide, and they care about the people impacted by their projects. Accordingly, Santa Rosa County has a wonderful working relationship with this firm. They have always proven to be thorough in every task, whether small or large. I have primarily worked with Professional Engineers David Hamstra and Leylah Saavedra, but all Pegasus staff with whom I have interacted consistently provide the utmost professionalism and attentiveness.

Without hesitation, I highly recommend Pegasus Engineering, LLC to other organizations who are seeking stormwater engineering or grant management services.

Sincerely,

Lani A Burritt
Grants and Special Programs Director
850.981.2016



Tab D

Staff Qualifications

D. Staff Qualifications and Availability



PROPOSED STAFF TO WORK ON THIS CONTRACT

The Project Team committed to providing professional services under this contract will be led by a Grant Program Manager who will oversee the daily activities of the Grant Project Manager and supporting team of professionals. The project team will dedicate their extensive grant management and engineering expertise and knowledge to meet the needs of the City throughout the duration of the contract. Specifically, the following key Pegasus staff from our office headquarters located at **301 West State Road 434, Suite 309, Winter Springs, Florida 32708** will be assigned to this contract:

Mr. David Hamstra, P.E., CFM ..... Grant Program Manager
407-992-9160, extension 309
david@pegasusengineering.net

Ms. Leylah Saavedra, M.S., P.E., CFM ..... Grant Project Manager / Sr. Project Engineer
407-992-9160, extension 310
leylah@pegasusengineering.net

Ms. Beth Whikehart, P.E., CFM ..... Grant Assistant / Project Engineer
407-992-9160, extension 316
beth@pegasusengineering.net

Mr. Donny Greenough ..... GIS Designer and Technical Grant Support
407-992-9160, extension 303
donny@pegasusengineering.net

Ms. Amber Tirado ..... Administrative Assistant and Grant Support
407-992-9160, extension 303
amber@pegasusengineering.net

Ms. Priscilla Villanueva ..... Administrative Assistant and Grant Support
407-992-9160, extension 315
priscilla@pegasusengineering.net

The following individuals will assist throughout the duration of this contract, on an as-needed basis, from Pegasus' office headquarters:

Mr. Greg Teague., P.E., CFM ..... Grant Assistant/Sr. Project Engineer
407-992-9160, extension 311
greg@pegasusengineering.net

Mr. Johan Rodriguez, P.E., CFM ..... Grant Assistant/Sr. Project Engineer
407-992-9160, extension 312
johan@pegasusengineering.net

Mr. Jason Birkhead ..... GIS Designer and Technical Grant Support
407-992-9160, extension 313
jason@pegasusengineering.net

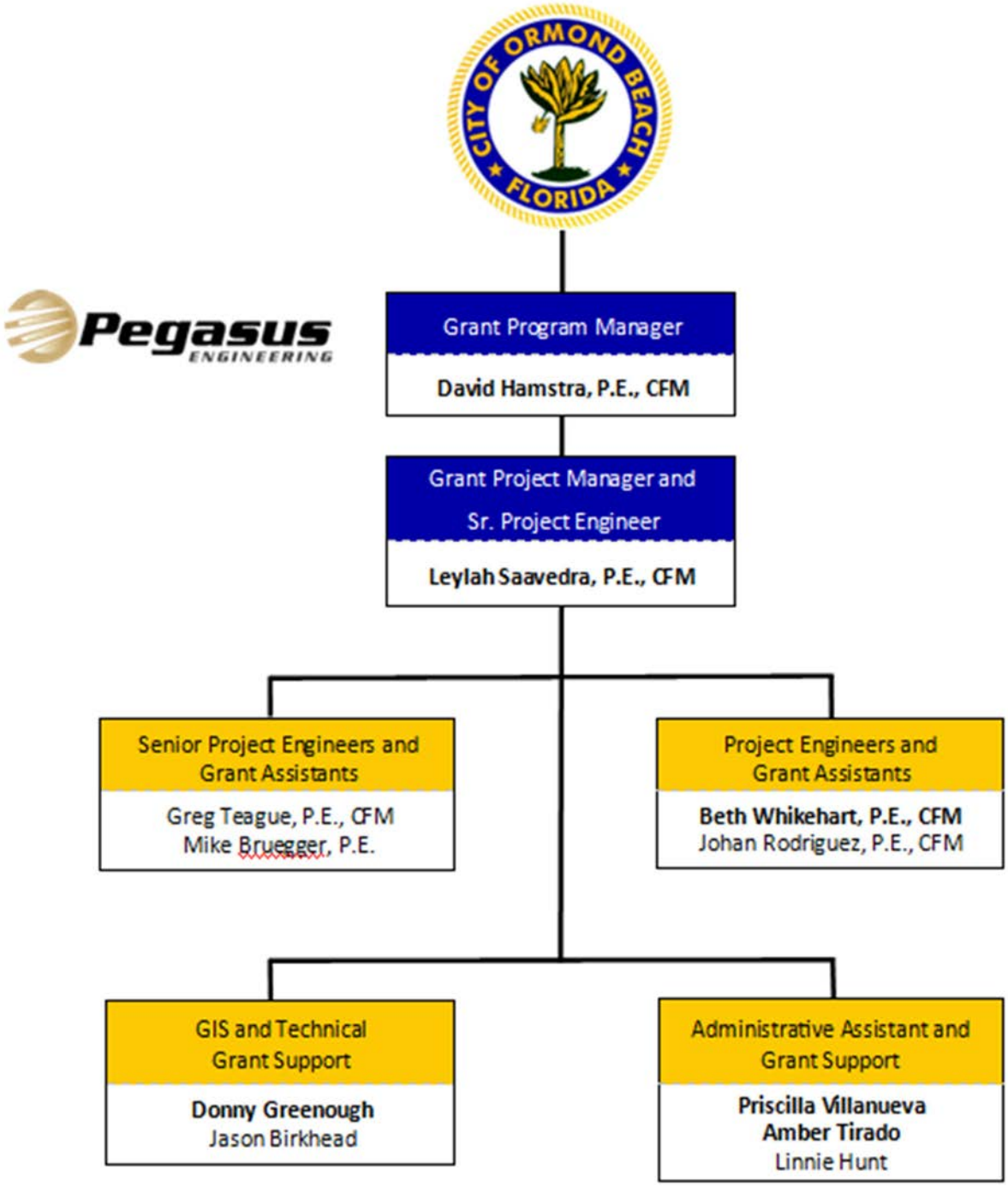
Ms. Linnie Hunt ..... Administrative Assistant and Grant Support
407-992-9160, extension 314
linnie@pegasusengineering.net

The following individual will assist throughout the duration of this contract, on an as needed basis, from our satellite office located at 3030 Starkey Boulevard, Suite 226, Trinity, Florida 34655:

Mr. Mike Bruegger, P.E. ..... Grant Assistant/Sr. Project Engineer
727-647-9071
mike@pegasusengineering.net

ORGANIZATIONAL CHART

This Organizational Chart depicts the selected Pegasus team to work under this contract presented in bold letters with the support of the remaining members of the Pegasus Engineering team.



MANAGEMENT PLAN

For this Grant Compliance Services contract, Pegasus Engineering will provide high quality grant-related expertise gained by the many years of experience working side-by-side with FDEM staff. An open channel of communication with City staff will be crucial. Moreover, early identification of project concerns will need to be handled promptly and efficiently in order for the project not to suffer considerable delays. Close coordination with the State's project manager should prevent the need to extend the period of performance end date.

Pegasus' approach relies on schedule and budget control from the very start of each project. During the initial kick-off meeting, the Program Manager will meet with City staff and first identify project goals and objectives. We will then identify potential bottlenecks that might arise. Identifying potential issues at the beginning is a critical step, especially for developing a feasible project plan, schedule, and budget. This approach prevents expensive and time-wasting situations from emerging later on.

For this assignment, David Hamstra, our assigned program manager will meet with the City's staff to review Pegasus' existing administrative procedures in place, which will be strictly followed to ensure the success of the City's contract. Mr. Hamstra will be responsible for ensuring these procedures are implemented on every assignment to provide continuity throughout the project duration, as well as maintain the project history when it is complete as FEMA audits are not unusual. Administrative procedures will include:

1. **Document Management**
   The initial step for all of our projects is to establish a central repository for all information pertaining to the assignment. From project correspondence to digital maps, every piece of information that is associated with the project will be filed in a central location and maintained continuously by Leylah Saavedra, our Project Manager.

2. **Contact / Coordination**
   Pegasus also understands that a seamless and open relationship must exist with City personnel. An essential element in the successful completion of the City's projects will be effective internal/external coordination between the Project Team and the City. It will always be Pegasus' responsibility to ensure open lines of communication exist between all parties. We will serve as the catalyst for dialogue between all concerned entities to ensure key issues are identified and mutually resolved.

Our methodology to achieve such a task is to ensure that Leylah Saavedra, our Project Manager, is available and accessible to the City throughout the duration of this assignment. We will communicate with the City on a continual basis punctuated by regularly scheduled meetings to review assignments. These meetings are used to review the status of the project schedules and budgets, determine schedules for the succeeding weeks, and to formulate tactical actions to be taken on issues and situations that may have arisen.

We understand the importance of accurate, timely communications. Our team will keep the project on track by taking a proactive management approach. David Hamstra will be continually informed of all pertinent issues and provide immediate feedback to the City. Internal meetings will target informational needs, potential conflicts, and coordination issues. Using daily/weekly communications as appropriate, our staff will relay work progress, identify upcoming activities, and outline coordination issues to Leylah Saavedra as the Project Manager. The Project Manager will in turn communicate with David Hamstra, as the program manager, to communicate project status to the City.

Administrative communication will be in the form of written and verbal correspondence in addition to onsite coordination meetings with City staff. Our written correspondence will be in the form of project memorandums, progress reports, letters and meeting minutes. Conversations with City staff, as well as other agencies, will be followed up with a written memo summarizing every issue discussed. Copies of all correspondence, of any nature, will be sent to the City for record keeping. Furthermore, upon Notice to Proceed, the Project Team will schedule an initial “kick-off” meeting with the City to discuss the key issues and special concerns each party may be aware of, and to establish project goals, objectives and schedules. For the kick-off meeting, a master schedule with future meeting dates and preliminary project task completion dates will be prepared and distributed. As the final scope of work is refined, the project schedule will be updated to reflect the adjusted dates.

We will present work products completed to date and project status to ensure our staff is fulfilling the project goal and objectives identified by City staff. These meetings will serve as a milestone point to resolve technical issues and problems that have surfaced and to receive further instructions / directions from City staff.

3. Internal Coordination

The Pegasus team continually monitors our projects by having weekly staff meetings, a process that we have found to be invaluable for the success of our projects. It serves as an on-going forum where our staff can discuss objectives, problems and budgets using a pro-active approach. During these staff meetings, the project is discussed including schedule, budget, staff needs, client satisfaction, and employee performance. Decisions are made without delay on important issues and implemented as soon as possible. It has also been valuable as an on-going peer review forum for each assignment. Project Managers report on each of their projects to the Program Managers at weekly meetings. At these meetings, rapid decisions by the Senior Staff can be made to provide constructive comment and to correct any impending problems.

The weekly project meetings will be used to monitor assigned tasks, schedules and budgets. This method has been successful in reducing mistakes and increasing staff productivity. The session is further used to brainstorm and receive peer reviews on written reports, preliminary and final design concepts and other deliverables completed to date. These meetings will be utilized to monitor and coordinate efforts and to ensure individual task schedules are being maintained.

4. Qualifications of Quality Assurance Personnel

Pegasus Engineering is committed to providing superior services and timely, cost-effective work products to our clients. This philosophy has forged our strong reputation in grant management and public infrastructure engineering. We are continually seeking ways to improve communication, efficiency, and capability in order to produce overall project results that meet or exceed our client's expectations. Our established management procedures have been successfully implemented on all of our projects, and our senior management staff has continually honed these procedures to meet the unique and changing needs of individual projects and clients. Our plan was initially developed to eliminate costly duplication of work, and to provide our design teams with the necessary management tools to focus on a client's project and efficiently complete it within the established timeframe. Today, our management plan also promotes the importance of continual coordination and a company-wide process known as Total Quality Management (TQM).

Pegasus Engineering utilizes long-established, internal QA/QC procedures that require a rigorous, independent step-by-step review of work products by senior staff members not involved in the preparation of the work product under review. Furthermore, it is our philosophy that our QA/QC manual, with its step-by-step procedures, represents only one important element for implementing a thorough peer review and that our on-going day-to-day attention to accuracy, thoroughness and responsiveness is critical to providing the City with the work product quality we expect of ourselves. Pegasus Engineering's internal QC/QA procedure is very detailed and includes two levels of documented reviews.

As the City's Program Manager, Mr. David Hamstra, P.E. and his appointees will oversee the QA/QC procedures for the City's projects, which also includes the review and approval of all deliverables and work products before they are submitted to the City, inclusive of work efforts completed by the entire Project Team.

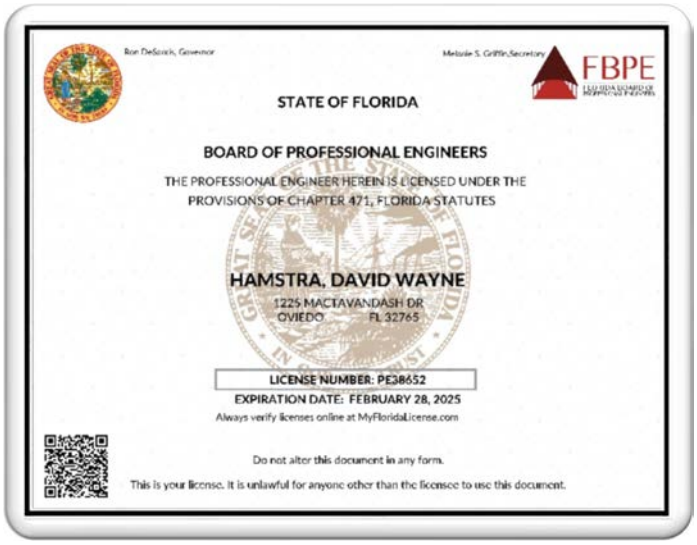
Our Pegasus team understands that the handling of the documentation required for FEMA reimbursement is a key component of the consulting services sought by the City. Our team of professionals are very experienced and well versed in documentation management, file organization, and project support through documentation. During onboarding, all team members are put through an assessment to confirm policy and process proficiency, which includes ackowledgement and identification of documents required to support different project and work types. We also have team members who spend the majority of their time in document organization, validation, and management, which helps each of our projects move forward in an efficient manner.

QUALIFICATIONS OF KEY PERSONNEL

Mr. David Hamstra, P.E., CFM .....Grants Program Manager
EDUCATION: B.S. Civil Engineering, 1984, University of Florida

Mr. Hamstra will be the primary point of contact during the duration of the City's contract, Mr. Hamstra's primary responsibility will be to ensure that the contractual obligations of Pegasus Engineering to the City are fulfilled, especially schedule compliance, and that the necessary resources of Pegasus Engineering are available to our Sr. Project Engineer. Mr. Hamstra has the authority to reassign staff and other resources to meet City deadlines. Mr. Hamstra will be responsible for overseeing all work performed, including contract preparation. Mr. Hamstra is the

Manager of the Pegasus Engineering Stormwater Department. He specializes in all facets of stormwater management, including grant management and the development of stormwater management master plans for public and private sector projects.



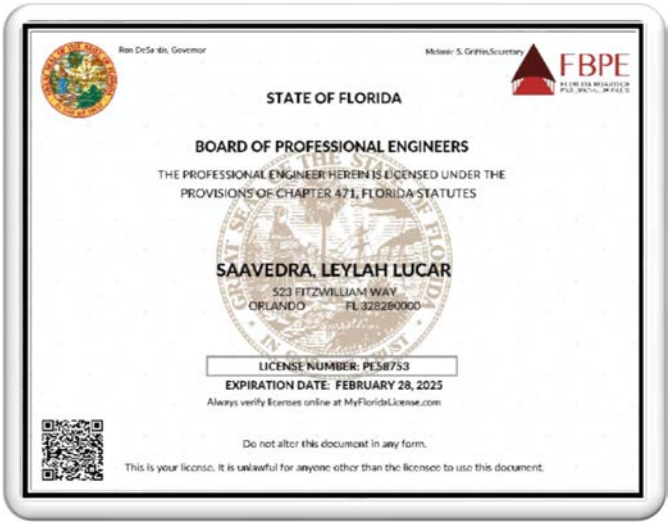
Since 1987, he has completed and/or managed over 1,000 Stormwater related projects, including developing stormwater master plans and Capital Improvement Programs for numerous cities and counties in Florida, and assisting roadway designers with drainage engineering, permitting and grant management services.

Throughout his career, Mr. Hamstra has developed an extensive knowledge of the FEMA, FDOT, USEPA, FDEP, and various Water Management District's stormwater permitting requirements. His expertise includes the use of state-of-the-art hydrologic / hydraulic computer software to complete stormwater quantity and quality analysis for major watersheds and development projects. Mr. Hamstra is very familiar with FEMA's Hazard Mitigation Assistance Programs, including the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance (FMA) Program and the former nationally competitive Pre-Disaster Mitigation (PDM) Program, as well as FEMA's Community Rating System (CRS). Mr. Hamstra is also actively involved in numerous Local Mitigation Strategy (LMS) quarterly meetings. Mr. Hamstra has secured over $100 million dollars in grants to fund the engineering design and/or implementation of over sixty (60) retrofit projects, including $80.2 million dollars in FMA, HMGP, and the former PDM grants from FEMA in addition to currently managing over $40 million dollars among FEMA, NRCS, CDBG-DR, CDBG-MIT and FDEP grants. With regard to this City contract, Mr. Hamstra's involvement will include:

- Continuous monitoring of schedules, budgets, staffing needs and client satisfaction;
- Direct input into the preparation of all work products and deliverables;
- Peer review and quality assurance / quality control (QA / QC) for all deliverables;
- Coordination meetings with FDEM and City staff, as necessary; and
- Public Meetings and Presentations to the City Commission, as needed.

Ms. Leylah Saavedra, M.S., P.E., CFM ..... Sr. Project Engineer/ Grant Manager

EDUCATION: B.S. Environmental Engineer, 1996, University of Central Florida
M.S. Civil Engineering, 2004, University of Central Florida


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
SAAVEDRA, LEYLAH LUCAR
523 FITZWILLIAM WAY
ORLANDO FL 328280000
LICENSE NUMBER: PE58753
EXPIRATION DATE: FEBRUARY 28, 2025
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Ms. Saavedra's duties will include grant compliance activities as specified within the City's Request for Proposals (RFP) document, in order to ensure the City's full compliance with the project's grant agreement. Specifically, Ms. Saavedra will be in charge of internal coordination activities between staff members, coordination with the City and FDEM's project manager, preparation of grant application packages, review of construction bid packages, information request forms, preparation of all deliverables (i.e., quarterly reports, reimbursement requests, close-out request), assist the City with the review of pertinent project documentation provided by FDEM, engineering consultants, or contractors throughout the course of the contract, and day-to-day assignments.

Ms. Saavedra is very familiar with federal regulations and FEMA grant programs, having successfully secured approximately $80.2 million dollars from FEMA's Mitigation Assistance Programs, including the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance (FMA) Program, and the Pre-Disaster Mitigation (PDM) Program. Ms. Saavedra is also effectively assisting Mr. Hamstra with the managing of over $40 million dollars among FEMA, NRCS, CDBG-DR, CDBG-MIT and FDEP grants. These grant monies have greatly assisted communities in implementing long-term hazard mitigation measures after major disaster declarations. Ms. Saavedra has been successfully involved in all aspects of the FEMA grant programs, ranging from Local Mitigation Assistance (LMS) ranking at County levels to securing grants, preparing benefit-cost analyses, quarterly reports, reimbursement requests, final deliverables, close-out procedures, and appeals, and performing on-going close coordination with FDEM and FEMA on a variety of project types including elevation projects, mitigation reconstruction projects, acquisition/demolition projects, small and large scale drainage improvement projects, permanent and portable generator projects, among others.

Ms. Saavedra's extensive experience with numerous Federal and State grant programs, in combination with her stormwater engineering background, will provide the City with many benefits related to the following professional services:

- Coordinate with City staff and offer grant expertise, as needed, with regards to Hazard Mitigation Assistance (i.e., HMGP, FMA, BRIC and/or LPDM), and other available funding as applicable to the City's needs.

- Coordinate with City staff regarding the cost effectiveness feasibility of potential City projects and prepare local mitigation strategy (LMS) characterization forms for submittal to the Volusia County LMS technical committee for project inclusion in the master list of LMS supported projects.

- Perform site visits of potential projects and offer engineering consultation expertise as it relates to determining the best and most cost-effective flood mitigation alternatives.

- Prepare grant applications and supporting benefit cost analyses, as needed, related to but not limited to Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Section 406 Mitigation, Hurricane Loss Mitigation Program (HLMP), among others.

- Perform technical coordination with FDEM's technical unit as programmatic, engineering and environmental reviews are performed and address request for information (RFI) review comments in a timely manner.

- Review grant agreements between FDEM and the City of Ormond Beach and ensure the City's strict compliance with all grant-related regulations and requirements, including 2 CFR 200 federal regulations.

- Prepare and submit quarterly reports and reimbursement requests to FDEM during the course of the contract, for which coordination with design engineers regarding project progress and status with City staff regarding paid invoices, cancelled checks and supporting documentation is expected.

- Conduct meetings with FDEM through the Period of Performance (POP) end dates, as needed.

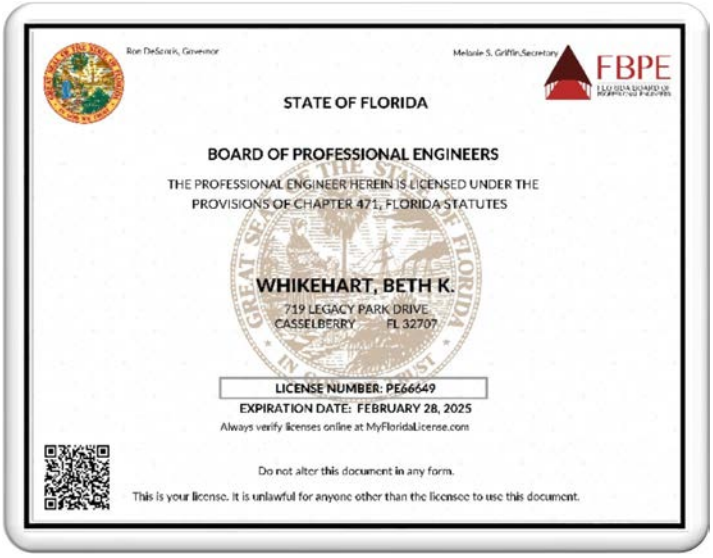
- Assist the City with bidding services, including review of bid documents, construction solicitation, public notice, etc.

- Coordinate with the City, the design engineer, and the construction contractor regarding specific grant requirements to be followed during construction in order not to jeopardize funding reimbursement by FEMA.

- Coordinate with design engineering consultants regarding the required deliverables and review the documentation provided for accuracy prior to submittal to FDEM.

- Prepare and submit close-out documentation packages to FDEM including final project deliverables and requests for final inspection.

Ms. Beth Whikehart, P.E., CFM ..... Project Engineer / Grant Assistant
EDUCATION: B.S. Environmental Engineer, 2002, University of Central Florida



Ms. Whikehart has extensive grant-related experience combined with public infrastructure engineering in the planning, design, and permitting of stormwater management improvements, and public utilities projects for Florida clients. Ms. Whikehart shall provide QA\QC services to grant-related documentation before it is submitted to FDEM or FEMA for review and approval. For this City contract, Ms. Whikehart will assist with grant application tasks, hydraulic and hydrologic (H&H) studies, conceptual improvement plans, construction cost estimates, and field investigations.

Mr. Donny Greenough .....GIS and Technical Grant Support
EDUCATION: Lake County VoTech, Valencia Community College and University of Phoenix various courses

Mr. Greenough has over 30 years of survey, stormwater and transportation engineering experience as a Senior Designer serving local municipalities. Using AutoCAD and ArcGIS as the main design tools, Mr. Greenough is responsible for the design and preparation of construction drawings, quantity computations, performing field investigations, collecting/interpreting data, producing figures, exhibits, conceptual sketches and performing utility coordination. Mr. Greenough is very familiar with FEMA's grant application requirements and prepares topographic and aerial figures as well as ground disturbance exhibits and computations, and other project-specific drawings, for elevation, mitigation reconstruction, acquisition/demolition, drainage improvement, and permanent and portable generator projects, among others. Regarding this City contract, Mr. Greenough's involvement will include the preparation of grant-related figures and exhibits, conceptual engineering sketches, and construction plans, among others.

Ms. Amber Tirado ..... Administrative Assistant and Grant Support
EDUCATION: B.S. Environmental Science, 2023, University of Phoenix

Ms. Tirado has a high level of professionalism and work ethic, excellent communication skills with the public, as well as the staff and clients on a daily basis, a very strong desire to learn and strong interest in improving and excelling at all aspects of her job position and works very well under pressure in a fast-paced environment while handling several projects simultaneously. Ms. Tirado serves as one of the grant support persons to Ms. Saavedra, and directly assists the Pegasus Team with coordination with homeowners, field visits, coordination with jurisdictional agencies (i.e., FDEP, FDOT, USACE, etc.) among other tasks.

Ms. Priscilla Villanueva ..... Administrative Assistant and Grant Support
EDUCATION: A.S. Office Technologies, Onondaga Community College, New York

Ms. Villanueva's responsibilities include assisting the technical staff with proposal preparation, invoicing, bid document preparation, utility coordination, grant writing assistance, and FEMA reimbursement preparation. Ms. Villanueva serves as one of the grant support persons to Ms. Saavedra and is very familiar with FEMA's regulations, grant requirements and client expectations.

PEGASUS TEAM KEY STAFF RESUMES

The following pages provide the professional resumes of key-personnel that will be assigned to the City of Ormond Beach's Grant Compliance Services for FEMA HMGP / FMA Projects contract. Note that the majority of key Pegasus personnel that will serve the City on this contract have worked together for 17 years or longer. Their grant-related successful experience has been earned and developed while being employed by Pegasus Engineering.

David Hamstra, P.E., CFM

Principal-in-Charge / Grant Program Manager



PROFESSIONAL EXPERIENCE: 40 years (15 years with Pegasus Engineering, LLC)
PROFESSIONAL REGISTRATIONS: Professional Engineer Florida, No. 38652 (1987); Missouri, No. 2003026673 (2003); Georgia, No. 030141 (2005)
EDUCATION: B.S. Civil Engineering, University of Florida (1984)

PROFESSIONAL PROFILE

Mr. Hamstra, as Pegasus' Stormwater Department Manager, specializes in stormwater management master planning, engineering, permitting, and design. **He has completed and/or managed over 1,000 stormwater projects. He has directed the successful regulatory agency permitting of over 500 of those stormwater projects, including over 350 permits through Water Management Districts. He has directed our stormwater staff members in successfully obtaining over $100M grant funds from multiple state and federal agencies for our various city and county clients.** He assists our Pegasus Transportation Department with the planning and design of drainage plans associated with our roadway design projects for FDOT and local governments.

Throughout his career, Mr. Hamstra has developed an extensive knowledge of the Federal Emergency Management Agency (FEMA), the Department of Economic Opportunity (DEO), Florida Department of Transportation (FDOT), United States Environmental Protection Agency (US EPA), Florida Department of Environmental Protection (FDEP), NRCS, and Florida's Water Management District's rules and regulations. His expertise includes the use of state-of-the-art hydrologic/hydraulic computer software to complete stormwater quantity/quality analysis for major watersheds and development projects. Additionally, he is responsible for directing staff activities in master planning, design, permitting, preparation of contract documents, and grant services for stormwater ponds, storm sewer systems, control structures and culverts, as well as the determination of water surface profiles for Bridge Hydraulics Reports (BHR) and floodway studies.

REPRESENTATIVE PROJECT EXPERIENCE

SANTA ROSA COUNTY, FLORIDA

- Seven drainage improvements projects - HMGP Grant Administration Services
- Settlers Colony Drainage Improvements - HMGP Grant Application and Administration Services
- Acquisition and Demolition of Repetitive Loss Homes located within Special Flood Hazard Areas - H&H Study, and FMA Grant Applications
- Settlers Colony Drainage Improvements - HMGP Grant Application and Administration Services
- Ranchettes Subdivision Drainage Improvements - H&H Study, HMGP Grant Application and Administration Services
- Venetian Way and Coronado Drive Drainage Improvements - H&H Study, HMGP Grant Application and Administration Services
- 2011 Aurora Drive Acquisition and Demolition Project HMGP Grant Application and Administration Services
- Patterson Lane and Pace Lane Drainage Improvements HMGP Grant Application and Administration Services
- Maranatha Way and Chipper Lane Drainage Improvements HMGP Grant Application and Administration Services
- Elevation of Severe Repetitive Loss Homes within Special Flood Hazard Areas – FMA Grant Application
- Elevation of Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Elevation of Repetitive Loss Homes not located within Special Flood Hazard Areas - H&H Study, and FMA Grant Application

CITY OF NEW SMYRNA BEACH, FLORIDA

- Elevation of 13 flood-prone homes
- Mitigation Reconstruction of 17 flood-prone homes
- Central Beach Drainage Improvements

GOOD SAMARITAN SOCIETY-KISSIMEE VILLAGE

- Hurricane Irma Public Assistance services and HMGP grant application services.

CITY OF PALM COAST, FLORIDA

- City Hall Generator – HMGP Grant Administration Services

CITY OF EDGEWATER, FLORIDA

- Reclaimed Water Augmentation – FDEP 319 Non-Point Source Grant Application and Grand Administration Services

CITY OF DEBARY, FLORIDA

- DeBary Villas - NRCS Grant Application and Grand Administration Services
- Glen Abby Country Club - NRCS Grant Application and Grand Administration Services
- Lake Charles Drainage Basin Study
- Stormwater Management Master Plan
- Stormwater Capital Improvement Projects
- Stormwater Services associated with the 2004, 2008, and 2009 Declared Storm Events
- West Side Emergency Flood Management System - Design and HMGP Application and Grant Management
- 9-Home Buy-Out Program – FMA and HMGP Grant Management
- 121 Pine Valley Court Retrofit Improvements – HMGP Application and Grant Management
- Lakeside Gravity Outfall System – HMGP Application and Grant Management
- Naranja Rd & 2nd St Drainage Improvements – HMGP Application and Grant Management
- Landings at Summerhaven - Pond 2 Drainage Investigation and Improvements
- Adelaide Street Drainage Investigation and Improvements

FLORIDA HOSPITAL

- Florida Hospital New Smyrna (Emergency Power Upgrade for Chiller Support) – HMGP Grant Application and Grant Management Services
- Florida Hospital Fish Memorial (Stormwater Ponds) – HMGP Grant Application

BREVARD COUNTY, FLORIDA

- Kingsmill Subdivision Drainage Improvements - FEMA Pre-Disaster Mitigation (PDM) Program Grant Application and Grant Management Services
- Sarno Lakes / Upper Eau Gallie Watershed Evaluation

VOLUSIA COUNTY, FLORIDA

- Thornby Park Water Quality Improvement – FDEP SWAG Non-Point Source Grant Application and Grant Management Services

CITY OF WINTER PARK, FLORIDA

- NPDES Part 2 MS4 Permit Application
- Ninth Grade Center Wet Detention / Urban Wetland System
- College Point Drainage Improvements
- Lake Midget Outfall Analysis
- NPDES Technical Assistance

CITY OF ALTAMONTE SPRINGS, FLORIDA

- Little Wekiva River Erosion Control Countermeasures - NRCS Grant Application and Grand Administration Services
- Phase I - II Stormwater Management Master Plan
- Lake Orienta Flood Hazard Avoidance Plan
- Little Wekiva River Sedimentation Baffle Boxes Project
- Chairman of the Water Resources Committee (East Central Branch)

SEMINOLE COUNTY, FLORIDA

- Howell Creek Erosion Control Project
- Prairie Lake Drainage Basin Study
- River Ridge Erosion Control Project
- Celery Avenue Drainage Basin Study
- Acorn Lake Restoration Project
- First Drive / Brisson Avenue Drainage Improvements
- Subdivision Rehabilitation Program

CITY OF OCOEE, FLORIDA

- Pioneer Key Regional Drainage Improvements - FDEP Florida Forever Grant Program
- City Hall Regional Stormwater Master Pond - FDEP Florida Forever Grant Program
- Downtown Stormwater Master Plan
- City-Wide LOMR Application
- Maguire Road – Pond 7 Acquisition Services
- Old Winter Garden Road Pond Modifications
- Sawmill Subdivision – Southwest Pond LOMR Application
- Northwest Ditch Drainage Basin Study
- Lake Lotta Drainage Basin Study
- NPDES Part 1 and Part 2 MS4 Permit Applications
- NPDES Annual Reports
- Stormwater Utility Feasibility Study
- Center Street Stormwater Pond
- Conceptual Plan

Leylah Saavedra, P.E., CFM

Grant Project Manager and Sr. Project Engineer



PROFESSIONAL EXPERIENCE: 28 years (14 years with Pegasus Engineering, LLC)
PROFESSIONAL REGISTRATIONS: Professional Engineer Florida, No. 58753 (2002)
EDUCATION: B.S. Environmental Engineering, University of Central Florida (1996)
M.S. Civil Engineering, University of Central Florida (2003)
LANGUAGES: English and Spanish (proficiently)

PROFESSIONAL PROFILE

Ms. Saavedra serves as a Sr. Project Engineer with Pegasus. Since 1997, Ms. Saavedra has been involved in the planning, design and permitting of numerous drainage retrofit studies and infrastructure inspection programs associated with older neighborhoods and subdivisions as well as Maintenance Districts. Her formal education is enhanced by hands-on experience performing grant-related services, field investigations, collecting and interpreting data, completing system calculations, developing hydrologic / hydraulic modeling, permitting and preparing engineering reports, master plans and system designs, NPDES Services as well as Community Rating System (CRS) related services for local Florida cities. Ms. Saavedra is involved in preparing construction drawings, technical specifications and regulatory agency permit applications for her projects. Her relevant stormwater / drainage management planning and design projects have ranged in size from a few acres to several square miles. She has been involved with projects for urban and rural basins, positive and landlocked drainage systems, flood control structures and retention / detention ponds.

Ms. Saavedra is also very familiar with federal regulations related to grant programs. Ms. Saavedra has secured or helped secure $80.2M from FEMA's Hazard Mitigation Assistance Program (HMA), including the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance Program (FMA), Pre-Disaster Mitigation (PDM) Program and the Building Resilient Infrastructure and Communities (BRIC) Program as well as HUD's Community Development Block Grant Programs (i.e., CDBG, CDBG-DR and CDBG-MIT). Ms. Saavedra is also very familiar with and has successfully secured funding from the USDA's NRCS Program as well as FDEP grant programs (Florida Forever, 319(h) Non-Point Source, SWAG Non-Point Source Programs) to mention a few. Ms. Saavedra is also currently managing funds from the U.S. American Rescue Plan Act of 2021 (ARPA) Program for her clients. Grant monies from these sources have greatly assisted communities in implementing long-term flood hazard mitigation measures for the benefit of their residents.

REPRESENTATIVE FEMA-RELATED PROJECT EXPERIENCE

CITY OF BONITA SPRINGS, FLORIDA

- Logan Boulevard Drainage Improvements - HMGP Grant Administration Services
- Citrus Park Stormwater Improvements - HMGP Grant Administration Services
- Spring Creek Bonita Springs Golf Course - HMGP Grant Administration Services
- Acquisition and Demolition of 32 Flood-Prone Homes – HMGP Grant Application Development (Covid 19)
- Acquisition Project – LPDM Grant Management Services (FY 2023)
- 3 Elevation Projects - HMGP Grant Application Development (Hurricane Ian)
- Acquisition and Demolition Project - HMGP Grant Application Development (Hurricane Ian)
- Morton Avenue Flood Risk Reduction - HMGP Grant Application Development (Hurricane Ian)

CITY OF NEW SMYRNA BEACH, FLORIDA

- Elevation of 13 flood-prone homes – HMGP Grant Application and Administration Services
- Demolition and Reconstruction (Mitigation Reconstruction) of17 flood-prone homes – HMGP Grant Application and Administration Services

CITY OF LONGWOOD, FLORIDA

- Hurricane Saferoom for First Responders – HMGP Grant Application and Administration Services

CITY OF PALM COAST, FLORIDA

- City Hall Generator – HMGP Grant Administration Services

ORANGE COUNTY, FLORIDA

- Orlo Vista Flood Mitigation Project – HMGP Administration Services

SANTA ROSA COUNTY, FLORIDA

- Acquisition and Demolition of Repetitive Loss Homes not located within Special Flood Hazard Areas - H&H Study, and FMA Grant Applications
- Seven drainage improvements projects - HMGP Grant Administration Services
- Settlers Colony Drainage Improvements - HMGP Grant Application and Grant Administration Services
- Ranchettes Subdivision Drainage Improvements - H&H Study, HMGP Grant Application and Grant Administration Services
- Venetian Way and Coronado Drive Drainage Improvements - H&H Study, HMGP Grant Application and Grant Administration Services
- Patterson Lane and Pace Lane Drainage Improvements HMGP Grant Application and Grant Administration Services
- Elevation of Severe Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Maranatha Way and Chipper Lane Drainage Improvements HMGP Grant Application and Grant Administration Services
- 2011 Aurora Drive Acquisition and Demolition Project HMGP Grant Application and Grant Administration Services
- Settlers Colony Expansion Drainage Improvements HMGP Grant Application and Grant Administration Services
- Elevation of Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Elevation of Repetitive Loss Homes not located within Special Flood Hazard Areas - H&H Study, and FMA Grant Application
- Acquisition and Demolition of a Flood-Prone Home not located within a SFHA – FMA grant application.
- Metron Estates Drainage Improvements – HMGP Grant Application, H&H Study, Grant Administration Services
- Ashmore Subdivision Drainage Improvements – HMGP Grant Application

CITY OF GULF BREEZE, FLORIDA

- Shoreline Park Gravity Discharge Pipe - HMGP Grant Application and Grant Administration Services
- Traffic Signal Mast Arms – HMGP Grant Application

CITY OF DEBARY, FLORIDA

- 9-home Buy-Out Program – FMA and HMGP Grant Applications and Grant Administration Services
- Westside Emergency Flood Management System – Engineering Design, HMGP Grant Application and Grant Administration Services
- Naranja Road / 2nd Street Drainage Improvements – HMGP Grant Application and Grant Administration Services
- Lakeside Gravity Outfall System – HMGP Grant Application and Grant Administration Services
- Soft Shadow Lane Drainage Improvements– HMGP Grant Application and Grant Administration Services
- DeBary Villas - NRCS Grant Application and Grand Administration Services
- Glen Abby Country Club - NRCS Grant Application and Grand Administration Services

BREVARD COUNTY, FLORIDA

- Kingsmill Subdivision, Palomino Road & Aurora Road Drainage Improvements – FEMA Pre-Disaster Mitigation (PDM) Program Grant Application and Grant Admnistration Services
- Cox Road Drainage Improvements – Design, HMGP Grant Application and Grant Admnistration Services
- West Cocoa Watershed Evaluation – Design, HMGP Grant Application and Grant Admnistration Services

CITY OF NORTH PORT, FLORIDA

- City Hall Generator – HMGP Grant Administration Services

ADVENTHEALTH PALM COAST, FLORIDA

- Wind Mitigation (Retrofit of Hospital Openings) – HMGP Administration Services

FLORIDA HOSPITAL NEW SMYRNA, FLORIDA

- Emergency Power Upgrade for Chiller Support – HMGP Grant Application and Administration Services

CITY OF DELTONA, FLORIDA

- Elkcam Boulevard Roadway Elevation – HMGP Grant Application
- Catalina Boulevard Roadway Elevation – HMGP Grant Application
- Elevation of 4 Flood-Prone Homes – HMGP Grant Application
- Demolition Reconstruction of a Flood-Prone Home – HMGP Grant Application

CITY OF PORT ORANGE, FLORIDA

- Elevation of 27 Homes – HMGP Grant Application
- Demolition Reconstruction of 5 Homes – HMGP Grant Applications (Hurricanes Ian and Nicole)
- Acquisition Demolition of 4 Flood-Prone Homes – HMGP Grant Application (Hurricane Nicole)

Beth Whikehart, P.E., CFM

Project Engineer / Grant Assistant



YEARS OF EXPERIENCE 22

Contract Employee
March 2012 – Present

CDM Smith 10 years

Professional Engineer
Florida Registration No. 66649

EDUCATION
B.S. Environmental Engineering
University of Central Florida 2002

PROFESSIONAL PROFILE

Ms. Whikehart has extensive grant-related experience combined with public infrastructure engineering, primarily in the planning, design, and permitting of stormwater management improvements, drainage systems design in support of transportation projects, and public utilities projects for governmental entities across Florida. Her utilities design experience has included the development of plans and specifications for sanitary sewers, force mains, water mains, and reclaimed water mains. She is also experienced with trenchless designs including horizontal directional drilling and slip-lining. Her post design experience has included review of shop drawings, RFIs, and change orders. Ms. Whikehart provides quality assurance/quality control to grant-related documentation before it is submitted to the funding sponsoring agency for review and approval.

REPRESENTATIVE PROJECT EXPERIENCE

HMGP Grant Application Development Support Services for the following projects:

CITY OF DELTONA, FLORIDA
- Elevation of 5 Flood Prone Homes
- Mitigation Reconstruction of a Flood Prone Home
- City Hall Permanent Generator
- Catalina Boulevard Roadway Elevation
- Elkcam Boulevard Roadway Elevation

CITY OF NEW SMYRNA BEACH, FLORIDA
- Central Beach Utilities Improvements Program Water Main Improvements Project Sanitary Sewer Rehabilitation and Replacement & Force Main Project – FMA and HMGP Grant Support
- Elevation of 3 Flood Prone Homes
- Mitigation Reconstruction of a Flood Prone Home
- Elevation of 10 Flood Prone Homes
- Elevation of 13 Flood Prone Homes

CITY OF PORT ORANGE, FLORIDA
- Elevation of 14 Flood Prone Homes
- Acquisition/Demolition of 4 Flood Prone Homes
- Mitigation Reconstruction of a Flood Prone Home
- Elevation of 13 Flood Prone Homes
- Mitigation Reconstruction of 4 Flood Prone Homes

CITY OF WINTER SPRINGS, FLORIDA
- Public Works Building Permanent Generator
- Elevation of 4 Flood Prone Homes
- Police Station Safe Room
- Acquisition Demolition of a Flood Prone Home
- Floodproofing of 12 Sanitary Lift Stations

CITY OF LONGWOOD, FLORIDA
- Elevation of Georgia Avenue Lift Station #15 and Permanent Generator
- Public Facility Drainage Improvements
- Elevation of 3 Sanitary Lift Stations
- Orange Avenue Drainage Improvements

CITY OF ORANGE CITY, FLORIDA
- East Graves Avenue Roadway Elevation

ORANGE COUNTY, FLORIDA
- Bonnie Brook Drainage Improvements

PRIVATE SECTOR
- Good Samaritan Village of Kissimmee, Hurricane Irma Shingle Creek Flood Recovery Assistance Project

Amber Tirado

Grant Manager Support



YEARS OF EXPERIENCE 1

Pegasus Engineering, LLC
January 2023 – Present

EDUCATION

B.S. Environmental Science
University of Phoenix 2023
Magna Cum Laude

Seminole State College 2011

PROFESSIONAL PROFILE

Ms. Tirado has a year of grant-related experience related to the Hazard Mitigation Grant Program and Flood Mitigation Assistance Program sponsored by the Federal Emergency Management Agency (FEMA).

Ms. Tirado assists both the grant program manager and the grant project manager with grant-related tasks including the development of grant application packets, direct coordination with homeowners as deemed necessary, addressing requests for information from FDEM's technical teams (programmatic, engineering, and environmental), performing site visits of project sites to collect photographs and videos of structures to be flood mitigated, among other grant – related tasks, as needed.

REPRESENTATIVE PROJECT EXPERIENCE

SANTA ROSA COUNTY, FLORIDA
- Grant Management Services - Elevation of 4 Flood-Prone Homes

CITY OF ORANGE CITY, FLORIDA
- Grant Management Services - East Graves Avenue Roadway Elevation

CITY OF DELTONA, FLORIDA
- Grant Management Services
  - Elkcam Boulevard Roadway Elevation
  - Catalina Boulevard Roadway Elevation
  - Elevation of 4 Flood-Prone Homes
  - Mitigation Reconstruction of 1 Flood-Prone Home
  - Elevation of 1 Flood-Prone Home
  - City Hall Permanent Generator

CITY OF NEW SMYRNA BEACH, FLORIDA
- Grant Management Services
  - Elevation of 10 Flood-Prone Homes
  - Elevation of 13 Flood-Prone Homes
  - Elevation of 3 Flood-Prone Homes
  - Mitigation Reconstruction of 1 Flood-Prone Home

CITY OF LONGWOOD, FLORIDA
- Grant Management Services
  - Elevation of Georgia Avenue Lift Station and Permanent Generator
  - Elevation of 3 Sanitary Lift Stations
  - Public Facility Drainage Improvements
  - Orange Avenue Drainage Improvements

ORANGE COUNTY, FLORIDA
- Grant Management Services - Bonnie Brook Subdivision Drainage Improvements

CITY OF PORT ORANGE, FLORIDA
- Grant Management Services
  - Elevation of 13 Flood-Prone Homes
  - Demolition and Reconstruction of 4 Flood-Prone Homes
  - Elevation of 9 Flood-Prone Homes
  - Elevation of 5 Flood-Prone Homes
  - Acquisition and Demolition of 4 Flood-Prone Homes
  - Mitigation Reconstruction of 1 Flood-Prone Home
  - Elevation of 6 Flood-Prone Homes
  - Acquisition and Demolition of 6 Flood-Prone Homes

CITY OF WINTER SPRINGS, FLORIDA
- Grant Management Services
  - Public Works Building Permanent Generator
  - Elevation of 4 Flood-Prone Homes
  - Police Station Safe Room
  - Acquisition and Demolition of 1 Flood-Prone Home

VISTA LAKES CDD, FLORIDA
- Grant Management Services - Vista Lake Outfall Structure Modification

CITY OF ORMOND BEACH, FLORIDA
- Grant Management Services
  - Acquisition and Demolition of 1 Flood-Prone Home
  - Elevation of 4 Flood-Prone Homes

Donny Greenough

Sr. Designer / GIS Technical Grant Support



YEARS OF EXPERIENCE 33

Pegasus Engineering, LLC
August 2013 – Present

Full Sail University 2 years

Professional Engineering Consultants, Inc. (PEC) 20 years

EDUCATION
Lake County VoTech

Valencia Community College

University of Phoenix

PROFESSIONAL PROFILE

Since 1991, Mr. Greenough has developed survey, stormwater and transportation engineering experience as a Senior Designer serving local municipalities, counties, FDOT, and private clients. Using AutoCAD and ArcGIS as the main design tools, Mr. Greenough is responsible for the design and preparation of construction drawings, quantity computations, performing field investigations, collecting and interpreting data, producing figures, exhibits, conceptual sketches and performing utility coordination. Mr. Greenough has extensive working knowledge of Autodesk - Civil 3D Design, raster image design technology, and database/spreadsheet applications. His formal education is enhanced by over three decades of hands-on experience designing stormwater ponds and conveyance systems associated with land development projects, highway construction, and retrofit projects for private and public sectors. He has worked on numerous stormwater projects which include drainage studies, stormwater ponds, and storm sewer designs within positive and landlocked drainage basins for urban and rural basins located within small and major watersheds and development projects. Mr. Greenough is very familiar with HUD's and FEMA' grant application requirements and assists the Pegasus grant management team with the preparation of topographic and aerial figures, ground disturbance exhibits and computations, among several other project-specific drawings, including residential elevation projects, mitigation reconstruction projects, acquisition/demolition projects, drainage improvement projects, permanent and portable generator projects, safe rooms, roadway profile elevations, among others.

REPRESENTATIVE PROJECT EXPERIENCE

CITY OF NEW SMYRNA BEACH, FLORIDA
- Elevation of 9 Flood Prone Homes (HMGP)
- Mitigation Reconstruction of 17 Flood Homes (HMGP)
- Elevation of 4 Flood Prone Homes (HMGP)
- Acquisition and Demolition of 3 Flood Home Homes (HMGP)

SANTA ROSA COUNTY, FLORIDA
- Ranchettes Subdivision Drainage Improvements (HMGP)
- Venetian Way Drainage Improvements (HMGP)
- Maranatha Way Drainage Improvements (HMGP)
- Patterson Lane Drainage Improvements (HMGP)
- Settlers Colony Drainage Improvements (HMGP)
- Settlers Colony Expansion Drainage Improvements (HMGP)
- Metron Estates Subdivision Drainage Improvements (HMGP)

SANTA ROSA COUNTY, FLORIDA (continuation)
- Elevation of 2 SRL Homes (FMA)
- Elevation of 2 RL Homes within SFHAs (FMA)
- Elevation of a RL Home not within SFHA (FMA)
- Acquisition and Demolition of 3 Flood-Prone Homes (FMA)

CITY OF DEBARY, FLORIDA
- Westside Emergency Flood Management System (WSEFMS) (HMGP)
- Naranja Road / 2nd Street Drainage Improvements (HMGP)
- 9-home Buy-Out Program (HMA and HMGP)
- Lakeside Gravity Outfall System (HMGP)

BREVARD COUNTY, FLORIDA
- Kingsmill Subdivision / Aurora Road Drainage Improvements (PDM)
- Cox Road Drainage Improvements (HMGP)

Priscilla Villanueva

Grant Support / Administrative Assistant



YEARS OF EXPERIENCE: 26 years (14 years with Pegasus Engineering, LLC)
EDUCATION: A.S. Office Technologies, Onondaga Community College (1997)
Drafting Certificate, Valencia Community College (2009)
LANGUAGES: English and Spanish (proficiently)

PROFESSIONAL PROFILE

Ms. Villanueva serves as Administrative Assistant for the public infrastructure section which primarily focuses on transportation, stormwater, and grant management. Her responsibilities include assisting the technical staff with comprehensive administrative functions including proposal preparation, invoicing, bid document preparation, utility coordination, grant writing assistance (CDBG-DR, Hazard Mitigation Grant Program, Flood Mitigation Assistance, Pre-Disaster Mitigation), reimbursement request package preparation, marketing research, scheduling, travel coordination, and coordinating the servicing of office equipment and ordering supplies. Ms. Villanueva assists Principals and Senior Engineers by monitoring all public advertisements by governmental entities within Florida as they issue Requests for Qualifications (RFQ's), and then prepares a weekly summary for staff review and decision making. She works with the technical staff in preparing proposals for various clients including the preparation of organizational charts, supporting graphics and figures, form preparation, word processing, and final proposal assembly. Her responsibilities also include assisting staff on project assignments with research and document acquisition. She performs the final word processing for technical reports, permits, and grant applications. Ms. Villanueva also assists the technical staff with preparation of bid documents including project manuals, bid forms, front end documents, bid tabulation sheets, and recommendations for award.

In addition to her marketing and project production responsibilities, her duties as Administrative Assistant include maintaining the office facilities in an orderly manner, including organizing and updating the office filing systems on a sustained basis. She also serves as the primary interface with the general public, with vendors, job applicants, and inquiries of varying types. She also is responsible for organizing special events and technical seminars.

REPRESENTATIVE PROJECT EXPERIENCE

CITY OF BONITA SPRINGS, FLORIDA

- Logan Boulevard Drainage Improvements - HMGP Grant Administration Services
- Citrus Park Stormwater Improvements - HMGP Grant Administration Services
- Spring Creek Bonita Springs Golf Course - HMGP Grant Administration Services
- Acquisition and Demolition of 32 Flood-Prone Homes – HMGP Grant Application Development (Covid 19)
- Acquisition Project – LPDM Grant Management Services (FY 2023)
- 3 Elevation Projects - HMGP Grant Application Development (Hurricane Ian)
- Acquisition and Demolition Project - HMGP Grant Application Development (Hurricane Ian)
- Morton Avenue Flood Risk Reduction - HMGP Grant Application Development (Hurricane Ian)

FLORIDA HOSPITAL

- Florida Hospital New Smyrna (Emergency Power Upgrade for Chiller Support) - HMGP Grant Application and Grant Management Services
- Florida Hospital Fish Memorial (Stormwater Ponds) - HMGP Grant Application

CITY OF NEW SMYRNA BEACH, FLORIDA

- Elevation of 9 Flood-Prone Homes based on Pre-Calculated Benefits -HMGP Grant Application
- Elevation of 5 Flood-Prone Homes based on Benefit Cost Analysis - HMGP Grant Application
- Demolition and Reconstruction of 17 Flood-Prone Homes -HMGP Grant Application
- Lakeside Gravity Outfall System FEMA Hazard Mitigation Grant Program

CITY OF DEBARY, FLORIDA

- Westside Emergency Flood Management System (WSEFMS) Design and FEMA Hazard Mitigation Grant Program
- Naranja Road / 2nd Street Drainage Improvements FEMA Hazard Mitigation Grant Program
- 9-home Buy-Out Program FMA and HMGP Grant Services

SANTA ROSA COUNTY, FLORIDA

- Elevation of 2 Severe Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Elevation of 2 Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Elevation of a Repetitive Loss Homes not located within Special Flood Hazard Areas - FMA Grant Application
- Acquisition & Demolition of 3 Repetitive Loss Homes not located within SFHAs - FMA Grant Application

Linnie Hunt

Grant Support / Administrative Assistant



YEARS OF EXPERIENCE 31

EDUCATION

Associate of Arts Degree 2002
St. Johns River Community College
Palatka, Florida

PROFESSIONAL PROFILE

Ms. Hunt serves as Administrative Assistant for Pegasus' transportation and stormwater departments. Her responsibilities include assisting the technical staff with comprehensive administrative functions including proposal preparation, bid document preparation, utility coordination, grant writing assistance (FEMA and HUD Programs), reimbursement request package preparation, marketing research, scheduling, and travel coordination.

Ms. Hunt works with the technical staff in preparing proposals for various clients including the preparation of organizational charts, supporting graphics and figures, form preparation, word processing, and final proposal assembly. Her responsibilities also include assisting staff on project assignments with research, document acquisition and one-on-one coordination with homeowners, as required. Ms. Hunt performs the final word processing for technical reports, permits, and grant applications. Ms. Hunt also assists the technical staff with preparation of bid documents including project manuals, bid forms, front end documents, bid tabulation sheets, and recommendations for award.

REPRESENTATIVE PROJECT EXPERIENCE

CITY OF NEW SMYRNA BEACH, FLORIDA

- Elevation of 9 Flood Prone Homes based on Pre-Calculated Benefits (HMGP Grant Application and Grant Management Services)
- Acquisition and Demolition of 3 Flood Home Homes (HMGP Grant Application)
- Elevation of 4 Flood-Prone Homes based on Benefit Cost Analysis (HMGP Grant Application)
- Demolition and Reconstruction of 17 Flood-Prone Homes (HMGP Grant Application)

SANTA ROSA COUNTY, FLORIDA

- Elevation of 2 Severe Repetitive Loss Homes within Special Flood Hazard Areas (FMA Grant Application)
- Elevation of 2 Repetitive Loss Homes within Special Flood Hazard Areas (FMA Grant Application)
- Elevation of a Repetitive Loss Homes not located within Special Flood Hazard Areas (FMA Grant Application)
- Acquisition & Demolition of 3 Repetitive Loss Homes not located within SFHAs (FMA Grant Application)

FLORIDA HOSPITAL

- Florida Hospital New Smyrna Emergency Power Upgrade for Chiller Support (HMGP Grant Application and Grant Management Services)

CITY OF PALM COAST, FLORIDA

- City Hall Generator Project (HMGP Grant Management Services)

CITY OF DEBARY, FLORIDA

- Westside Emergency Flood Management System (WSEFMS) (HMGP)
- Naranja Road / 2nd Street Drainage Improvements (HMGP)
- 9-home Buy-Out Program (HMA and HMGP)
- Lakeside Gravity Outfall System (HMGP)

NUMBER OF SIMILAR CONTRACTS CURRENTLY HELD

Pegasus Engineering holds current grant management related continuing contracts with the following clients in the State of Florida which are projected to extend through 2025:

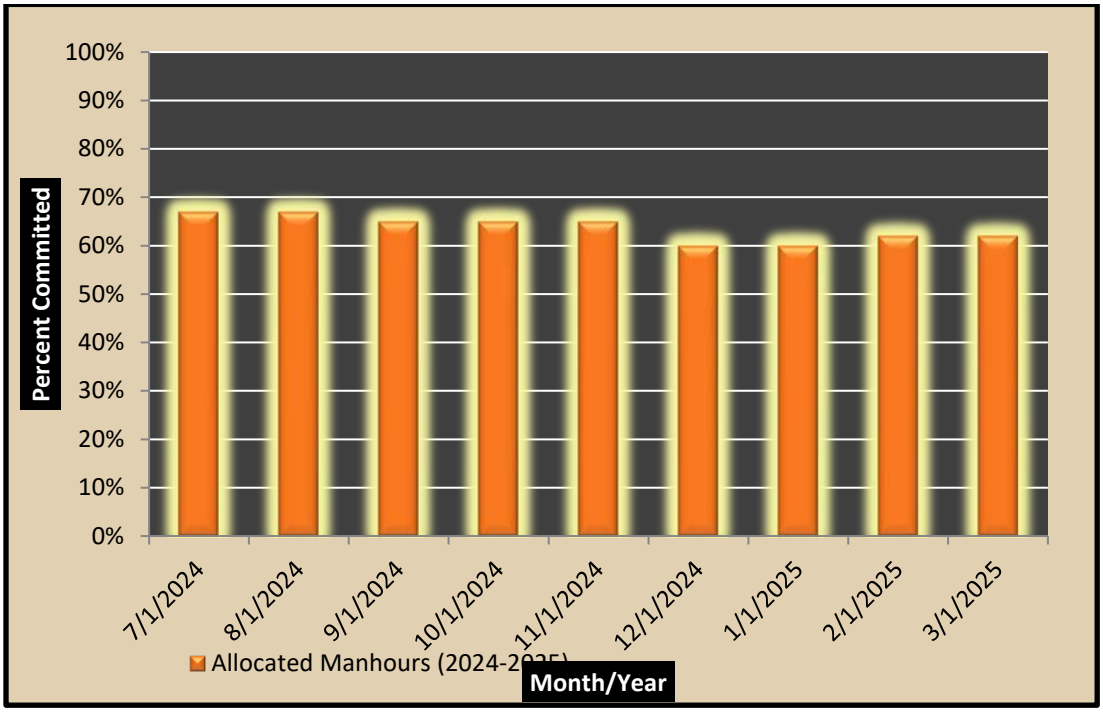
- City of Palm Coast (mid Florida)
- City of New Smyrna Beach (mid Florida)
- City of Bonita Springs (southwestern Florida)
- City of Gulf Breeze (northwest Florida)
- City of Deltona (mid Florida)
- City of Orange City (mid Florida)
- City of Longwood (mid Florida)
- City of Port Orange (mid Florida)
- City of Winter Springs (mid Florida)
- Santa Rosa County (northwest Florida)

In summary, Pegasus Engineering currently holds seven similar contracts in mid Florida, ten similar contracts in the State of Florida, and no contracts with any other city, county or State within the southeast United States.

RESOURCES AND CAPABILITY TO MEET THE NEEDS OF MULTIPLE CONTRACTS

Pegasus Engineering strives to complete projects within budget and on schedule. Our consistent performance record is reflected in the high percentage of repeat work awarded to our firm by our governmental clients under both continuing services and single project contracts, some of which extend beyond twenty-five years of uninterrupted service.

As illustrated by the following chart and the corresponding table on the next page, the Pegasus team workload is presently estimated at approximately 67% of capacity. This existing Workload is anticipated to decrease to 60% through the Winter of 2024 and increase to 65% in late Spring 2025. Therefore, the key personnel that will be assigned to this City contract currently have sufficient capacity to begin work immediately upon receipt of the contract agreement and will serve the City efficiently throughout the contract duration.



Month and Year	Total man-hours committed to existing projects	Total man-hours available
July 2024	67%	33%
August 2024	67%	33%
September 2024	65%	35%
October 2024	65%	35%
November 2024	65%	35%
December 2024	60%	40%
January 2025	60%	40%
February 2025	62%	38%
March 2025	62%	38%
April 2025	62%	38%
May 2025	65%	35%
June 2025	65%	35%
July 2025 and beyond	65%	35%

Upon submission of FEMA grant applications, sub-applicants are expected to be readily available to handle the Request for Information (RFI) process. Pegasus Engineering, LLC is quite familiar with the 3-day to 5-day turnaround established by FDEM staff to address the RFIs from. The complexity of the RFIs varies greatly depending on the scope of work and the RFI category, namely the programmatic, engineering, or environmental reviews. Pegasus Engineering has the capacity and strong desire to serve the City addressing the RFIs received from FDEM, timely and efficiently. The issuance of RFIs from FDEM is our top priority and is addressed immediately upon receipt from the Point of Contact. In many instances, responses to RFIs are submitted by our team of professionals within a day or two of receipt, depending on the complexity of the review comments. We commit to addressing the City of Ormond Beach's RFIs as our top priority.

Besides the RFI response time, FEMA grants have deadlines related to the submission of quarterly reports, which are due on or before January 15th, April 15th, July 15th, and October 15th of every year throughout the life of the project. Pegasus staff strives to complete and submit the quarterly reports soon after the reporting period ends to allow the FDEM project manager ample time to review and file the corresponding quarterly report before their internal deadline.

Close-out procedures are also time sensitive. As soon as the project implementation is completed, Pegasus generates the close-out documentation packet, elements of which have been coordinated months before the project completion, such as elevation certificates, construction plans, as-built surveys, etc. As part of the close-out packet, the municipality is required to request a final inspection of the project site. Pegasus Engineering is an active participant of the final inspection by FDEM and addresses technical questions from the FDEM's inspector on behalf of the City.

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Tab E

Project Approach

Pegasus ENGINEERING

E. Project Approach



PROJECT APPROACH TO THE SCOPE OF SERVICES

The work under this contract will be performed at Pegasus Engineering's headquarters located at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708.

Our company has been assisting Florida cities and counties to secure and manage their federal, state and local grant funding allocations for almost twenty years. This tenure has allowed our senior staff to develop the knowledge and expertise needed to successfully serve the grant management needs of our clients. Flood damage directly affects the lives and well-being of the affected residents. Becoming aware of the susceptibility to reoccurring flooding undoubtedly creates anxiety and a strong desire to be removed from harms away. The Pegasus Engineering team of professionals that will be assigned to this contract have dedicated their careers to assist those vulnerable to flooding by developing flood mitigation programs designed to remove as many homes from flood-risk areas as possible.

Residential communities within the City of Ormond Beach located near waterbodies, such as the Tomoka River or the Halifax River, or those located in close proximity to the Coastal Construction Control Line (CCCL) are identified as Special Flood Hazard Areas due to their high flooding risk. Moreover, due to the City's geographical location within Volusia County, the City of Ormond Beach is also prone to flooding of low-lying areas.

Residential communities with limited stormwater management systems in place are especially at risk for flooding. All of these conditions contribute to the City's flooding vulnerability which may range from minor to major in nature, and which can potentially cause roadway, yard, and structural flooding throughout the City.

Fortunately, the City of Ormond Beach has been proactive in prioritizing flood mitigation projects for Federal grant funding to aid the implementation of projects to minimize and/or eliminate future structural flooding conditions. A strong and effective grant management program, combined with a well-established stormwater maintenance program, is key to safeguarding the City from weather-related disasters. In compliance with Volusia County's current Local Mitigation Strategy, the City of Ormond Beach plays an active role in identifying flood-prone areas where flood mitigation solutions can be implemented.

FEMA's Hazard Mitigation Assistance Program is a product of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988. Through this statutory authority, FEMA administers federal natural disaster assistance for state and local governments. After a presidential disaster declaration is made, FEMA makes disaster assistance available to those affected by the devastation under the Public and Individual Assistance Programs. The Public Assistance Program is most applicable to local municipalities affected by a natural disaster, where financial assistance is made available for recovery efforts. As part of Public Assistance funding, FEMA offers Section 406 Mitigation, which is geared toward the restoration of facilities damaged by the event that was active at the time of the disaster. FEMA also offers Section 404 Mitigation assistance as part of the Hazard Mitigation Grant Program (HMGP). Being disaster-driven, this grant becomes available following the Public Assistance funding disbursement to local governmental agencies. Additionally, there are other programs that are also available for mitigation assistance, however, these are not disaster-driven, and are offered annually to all those in need of financial support geared to mitigation efforts: Flood Mitigation Assistance (FMA), the Building Resilient Infrastructure and Communities (BRIC) Program, and the Legislative Pre-Disaster Mitigation Program. These programs are administered by the State of Florida Division of Emergency Management (FDEM) on behalf of FEMA. The HMGP, FMA, BRIC and LPDM programs have at least one (1) common denominator: for projects to be considered eligible for funding, cost effectiveness must be confirmed by the preparation of a Benefit Cost Analysis (BCA), which must demonstrate that the proposed project can produce future flood risk reduction by generating a benefit cost ratio of at least 1.0.

Pegasus Engineering has extensive experience preparing successful Benefit Cost Analysis to support FEMA's HMGP, FMA, BRIC and LPDM grant applications. The development of damage quantity assessments based on current building replacement values are essential for the generation of losses for different storm events, which in turn generate benefits in the BCA version 6.0 software, also known as the BCA Toolkit. Depending on the specific project scope of work, the preparation of a hydrologic and hydraulic (H&H) study using FEMA approved computer models is required. Pegasus has the technical resources needed to prepare the required H&H studies based on conceptual designs approved by the City, as well as the previously referenced damage quantity assessments and benefit cost analyses.

Now that the City of Ormond Beach's FY 2023 FMA grant applications have been recommended for federal funding by FDEM, they are in the queue to be reviewed by FEMA staff. Pegasus Engineering is eager to assist City staff with preparing responses to Requests for Information (RFIs) from the programmatic, engineering, and/or environmental technical units from FEMA related to the active FMA grant applications, future FEMA grant applications, and with managing the grants as the projects move toward engineering design and/or project implementation (construction phase).

To successfully manage a federal grant from FEMA, there are many steps to be followed, which will be described below; however, a critical element to keep in mind is the fact that to meet the grantor's expectations for successful projects, the City's flood mitigation projects must demonstrate continuous progress. This can only be accomplished with active coordination among City staff, the design engineers, the grant management consultant, the contractor, and the homeowners.

In order to administer the City's Flood Mitigation Program, and based on the requested services as well as our extensive knowledge / experience with similar assignments, we have summarized the following critical tasks to ensure the development of a successful grant.

1. **Monitoring of project progress to ensure adherence to grant timelines:** A critical element of FEMA grants is to ensure that the period of performance is maintained. FEMA strongly discourages extensions in the 3-year period of performance, unless they are absolutely necessary. The burden is on the Project Team (Consultant, Contractor, and Grant Administrator) to demonstrate/justify the need to extend the period of performance beyond the 36-month requirement.

Therefore, it is imperative that the bid documents clearly state the milestone dates for the construction contractor to be duly notified. This critical notification allows the contractor to properly bid on the project and circumvents potential claims for additional compensation related to the required construction schedule.

2. **Responsibility for required grant documents and reports including quarterly reports to grantors, reimbursement requests, and closeout of grants:** To efficiently and properly manage FEMA grants where compliance and reporting requirements tend to be most rigorous, it is imperative for the Grant Administrator (Pegasus Engineering) to ensure that every obligation to the funding source is met.

   It will be the Grant Administrator's responsibility to comply with the reporting requirements as specified in the grant agreements by accurately preparing the following documentation to be submitted to FDEM and FEMA for review and approval:

   - Quarterly Reports documenting project progress (percent of completion), milestones achieved during the reporting time period, a schedule for the remaining work to complete the project, and any problems or circumstances affecting the completion date, milestones, scope of work, and cost. This form will provide an opportunity for the City to document any cost overruns or underruns not related to changes in the scope of work as presented to FEMA in the original HMGP/FMA grant application. If changes to the scope of work occur, immediate coordination with FDEM staff will be required. Quarterly Reports are due on or before the 15th day of January, April, July, and October of every year the grant is active.

   - Reimbursement Requests are required to process the reimbursement of HMGP/FMA/BRIC/LPDM funds at an obligated federal match. In order for FDEM staff to approve the reimbursement requests and avoid payment delays, it is imperative that a complete package of pertinent documentation be submitted as proof of payment (i.e., invoices, voided checks, etc.). Reimbursement payments should be expected within 4 to 6 weeks after a complete reimbursement request package is submitted to FDEM staff. FDEM staff appreciates the submittal of reimbursement requests concurrently, or soon after, the submittal of the quarterly reports.

- Project Close Out will take place upon the completion of all applicable administrative and required work. Close coordination with FDEM staff will be required. FDEM will submit a final project report to FEMA that addresses any financial adjustments. A final inspection of the project site, with supporting photographic documentation to justify the expenditures, will also be part of the close out process.

3. **Coordination with Homeowners, as often as needed:** To gain the support of the affected residents, public meetings are highly recommended during the design phase and before construction commences. This allows the consultant and City staff to inform the residents of the anticipated construction duration; potential street closures and traffic re-routing; disruptions to landscape features, driveways, and sidewalks; and the location of temporary construction easements and/or rights-of-entry. In the case of elevation or acquisition/demolition projects, coordination with the homeowners is paramount to a successful grant application as flooding questionnaires are the basis for developing historical damage quantifications.

4. **Coordination with Consultants, Contractors and City staff as necessary**. The key to any successful project is constant and open dialogue with the Project Team. In the case of this assignment, the Project Team includes the design engineer, the construction inspector, the Contractor, City staff, the Grant Manager and staff from the grant issuing agency. Given the typical grant-related time constraints, it is imperative that the Grant Manager implement an efficient communication process and maintain the dialogue during the period of performance.

5. **Overall grant administration of the project to ensure compliance with all grant requirements.** Pegasus Engineering understands the importance of deciding how to allocate, charge and document costs associated with the grant. Therefore, it will be our priority to have a thorough understanding of how direct and indirect costs are defined, composed, allocated, and charged in the grant agreement for this contract. Successful grant management also requires implementing a quality assurance / quality control process by developing a task management plan that will allow the Grant Manager to monitor program performance as a whole, as well as, the completion of funded activities.

6. **Proposed Approach to Problem Identification and Effective Solution Development:** Based on our experience, FEMA-funded projects may encounter the following challenges, which would require immediate action to ensure a continuous project progress:

   Scope of Work Modification: If City staff identifies the need to modify the proposed improvements that were already approved by FDEM/FEMA for implementation, a scope of work modification will need to be prepared and submitted to the State. This document will need to include revised design drawings, a revised project cost estimate and a revised schedule of milestones. If this situation arises, Pegasus will work with City staff to coordinate with the Design Engineer to revise the original construction plans and generate a revised cost estimate. The BCA will also need to be revised to ensure that the project remains cost effective and eligible for funding.

   Pegasus Engineering will actively coordinate with FDEM's Technical Unit to ensure that the maximum project benefits are accounted for to offset any increases in project costs, for the benefit of the project's cost effectiveness. Submitting the scope of work modification to FDEM as soon as possible is paramount to receiving an expedited grant agreement modification.

   Project Cost Over-Run: If the construction bids come in higher than anticipated, or if change orders cause a project cost increase, the City will need to request a formal grant budget increase from FDEM. Depending on funding availability under the respective disaster allocation, and assuming the project is still cost effective based on the new project cost, FDEM staff will determine if the cost increase can be approved. Grant professional services to be provided by Pegasus Engineering under this contract are also qualified services for reimbursement by FDEM. Pegasus Engineering would prepare and submit a cost increase request to FDEM.

   Note that even if the cost overrun can be financially covered by the City of Ormond Beach, FDEM will need to be made aware of the cost overrun amount so that the Engineering Technical Unit can re-run the BCA to confirm that the project remains cost effective.

Construction Delays: In the event that construction delays are unavoidable, City staff should inform FDEM immediately after be notified of the delay by the contractor. The quarterly report for the corresponding 3-month period will need to also reflect the identified construction delay. In the case of a considerable construction delay, the City will need to submit a Period of Performance extension request stating the reasons for the request along with a revised project schedule. This document would need to be submitted to FDEM no later than 70 days prior to the Period of Performance end date as stipulated in the grant agreement.

BALANCE OF STAFFING NEEDS FOR THE PROJECT

Mr. David Hamstra, P.E., CFM, as Pegasus Engineering's grant program manager, has the responsibility of assigning specific personnel to the different projects and specific tasks required by the City. Pegasus Engineering staff is well versed on the realms of tasks required to manage FEMA grants productively and efficiently. Upon receipt of a service provider agreement from the City of Ormond Beach, our staff will be readily available to dedicate manpower to initiate grant management services to the City.

In addition to Pegasus Engineering's key staff members that will serve the City of Ormond Beach under this contract, our firm has a surge resource pool of additional staff and subject matter experts which are available to be called upon to support the City. This pool includes engineers, grant specialists, grant support staff and GIS technicians who are available to be assigned to work on City projects if the need arises and in case of an employee departure.

For detailed information related to Pegasus Engineering's projected availability, please refer to Tab D, Pages 21 to 23.

FACILITATION OF TIMELY COMPLETION OF THE PROJECT

Pegasus Engineering, LLC is capable of providing the required services by our clients in a timely and efficient manner. Our clients' specific FEMA deadlines are established by FDEM. Although in some instances project progress is affected by unforeseen circumstances which prompt period-of-performance extension requests or grant extensions, the Pegasus team strives to deliver on time and within schedule, which has been the case for all our previous projects. Our team is readily available to assist the City's needs through a grant compliant services contract.

In terms of project assignments, Pegasus' management philosophy typically considers the needs of each project, in terms of both the type of services to be performed and the level of effort. Taking these factors into consideration early on typically results in maintaining continuity throughout the duration of the project, without the need to assign, or re-assign, personnel "mid-stream". Nevertheless, even the best managed projects can experience unforeseen issues that require special consideration. When these situations arise, and to ensure that obligations are fulfilled on the overall contract, our Grant Program Manager (David Hamstra) will be responsible to assure that schedules are met and will take the necessary steps to meet the City of Ormond Beach's deadlines. Pegasus staff considers schedule and budget considerations in order to prioritize projects and to successfully exceed the project requirements and client expectations. **Pegasus Engineering is willing and committed to meet time and budget requirements as required by the City of Ormond Beach.**

UNIQUE ABILITIES, INNOVATIVE APPROACHES, AND SPECIAL CONSIDERATIONS

Grant management involving the type of FEMA funding that the City of Ormond Beach is seeking requires a consulting firm with a considerable knowledge base of FEMA regulations, as well as a clear understanding of the pain and suffering that homeowners have experienced. The Pegasus Engineering grant management team is uniquely qualified to perform under this City of Ormond Beach contract because we truly care about the affected homeowners, and understand the dilemma that they are in. To us, working on grant-related projects is far more than just a job, it is a responsibility to do anything in our power to improve the quality of lives of the residents who have lost so much due to flooding impacts. We work hand-in-hand with the homeowners and develop long lasting relationships with them. Homeowners are more than welcome to contact us during weekdays and on weekends, if necessary, when they have concerns about their flood mitigation project. Our team will be there for the City residents, providing guidance and support and to answer questions they may have regarding their particular flood mitigation project.

In order to serve the City of Ormond Beach under the Grant Compliance Services for FEMA HMGP/FMA Projects contract, and based on the requested services, as well as our extensive knowledge / experience with similar assignments, we developed a Project Approach presented in the beginning of this section. As part of the Project Approach, we included several recommended enhancements that the City may benefit from. Additionally, we are glad to present the following recommendations that also require some special considerations.

Based on our experience with previous similar projects, any projects that involve local, state or federal funding may encounter the following challenges, which would require immediate action by the City and Pegasus Engineering in order to ensure a continuous project progress:

1. **Maintain the Focus on Reducing Flood Risk on Elevation Projects**
   In cases where the City has single-family residences that need flood mitigation by elevation, it is imperative that the City makes homeowners aware from the start of the project that the elevation project is not an opportunity for remodeling of their structure or for the implementation of structural improvements, all of which will not be covered by FEMA. Some homeowners may ask if they can pay the contractor "on the side" to perform additional work, which the City cannot allow. All project-related expenses contribute to the overall project cost that FDEM uses to develop the BCA. Tasks that are not allowed by FEMA cannot be approved for payment to the contractor, no matter who pays for it (i.e., homeowners).

2. **Provide Detailed Bid Tabulations as part of the Invitation to Bid**
   The City's Invitation to Bid document for flood mitigation work must include a detailed bid tabulation. In the case of elevation projects, the bid tabulation will need to include lift platforms for homeowners with medical needs, safety fences for properties containing swimming pools, conversion of garage doors into exterior walls with windows, etc.

   In the case of demolition reconstruction projects, the bid tabulation needs to be very detailed and include all components of the reconstruction work and anticipated finished floor elevations following the City's floodplain requirements.

3. **Approach to Easement Acquisition**
   In cases where easement acquisitions are needed for mitigation projects, which may consist of permanent drainage easements and/or temporary construction easements, it is extremely important to identify all potential easement corridors as early in the design process as possible in order to initiate dialog with the affected property owners. Identifying easement acquisitions in advance of the final design and plans preparation is important to avoid unnecessary delays that may jeopardize the grant funding.

Obtaining voluntary property owner participation for easement donations would generate significant cost savings to the City and the grant funding agency. In addition, coordinating with the City Attorney is critical to initiate legal steps to assess acquisition costs, if any, as well as legal documentation.

4. Approach to Parcel Acquisition

In cases where parcel acquisitions are involved, voluntary participation is a requirement of the FEMA grant. It is strongly recommended that during the initial stages of the engineering design, or earlier, active coordination with homeowners take place in order to secure their interest and commitment. From our experience, public meetings held by the City are crucial to present the City's proposed mitigation improvements and to gather homeowners' signatures on pertinent grant-related forms. One-on-one meetings are also recommended to develop a relationship with the homeowners, especially for listening to their concerns which is invaluable for preparing a design concept that would best benefit them.

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Tab F

Proposal Pricing

F. Proposal Pricing

The following Proposal Pricing Form has been developed based on hourly rates and depicts the manpower predicted to be utilized by the Pegasus Engineering team to serve the City of Ormond Beach under this contract. Immediately upon City authorization Pegasus Engineering will be readily available to start the preparation of any required HMGP / FMA grant applications as well as to support the City with grant management services related to the active FY 2023 FMA grant applications currently being reviewed by FEMA.

It should be noted that grant management services related to FEMA funding under HMGP, which extend from grant application development to project close-out, are 100% fully reimbursable to the City as Sub-Recipient Management costs of up to 5% of the total project cost.

Regarding FMA funding, grant management services by Pegasus Engineering will be covered in correlation with the FEMA match per participant structure, depending on their approved classification as FMA severe repetitive loss, FMA repetitive loss or NFIP repetitive loss properties, and for up to 100% FEMA match for Sub-Recipient Management costs of up to 5% of the total project cost.

PROCESSES IN PLACE OR METHODS USED TO ENSURE HOURS WORKED ARE REASONABLE AND NOT INFLATED

Pegasus Engineering uses a task-based assignment system that strategically matches the best person with compatible skills for the required task. The program manager takes into account the complexity of the task, the experience required, the appropriate billing position, and provides an estimate of hours to complete the assigned task.

The first step in developing the project tasks is completing an estimated quarterly budget that aligns with the project outcomes priorities of the City. The tasks are developed, and hours are estimated by position to meet the City's priorities and recovery objectives.

Pegasus Engineering's task-based approach is supported by our weekly time sheets that provide transparency reports of real time task progress (budgeted hours versus current actuals), and contract, or purchase order status.

The task-based approach ensures that reasonable hours are billed for the appropriate task, and the appropriate position is performing the work.

There are many levels of skills required for a team to achieve success for the client. With this variety of differing positions and hourly rates, the overall level of effort will become more appropriate as the rates will be tied to the appropriate skills for the position and the task assigned by the Program Manager. This spread of rates will further support reasonable levels of efforts and cost efficiencies. The Program Manager will coordinate with City leadership to determine the most efficient staffing model for maximum efficiency and production.

City of Ormond Beach

PROPOSAL PRICING – RFP 2024-32 – GRANT COMPLIANCE SERVICES

Proposer submits the following prices for the work described in this solicitation: Rates provided include all costs associated with the performance of the work, such as overhead and profits. Reimbursement for travel expenses will be made at actual cost and without markup.

Position or Equivalent	Hourly Rate
1. Project Manager	**$185.00**
2. PA/Technical Specialist	**N/A**
3. Subject Matter Expert	**N/A**
4. Grant Program Manager	**$195.00**
5. Grant Assistant / Project Engineer	**$150.00**
6. Senior Designer / CADD Technician	**$120.00**
7. Administrative Assistant / Grant Support	**$ 85.00**
8.	
9.	
10.	

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary):

Please refer to tab F page 2 for a detailed response.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments, hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Pegasus Engineering, LLC
Name of Firm

Authorized Signature

Principal
Title

07/08/2024
Date Signed

301 West State Road 434, Suite 309
Address

Winter Springs, Florida 32708
City, State, Zip Code

(407) 992-9160
Phone

Fursan@pegasusengineering.net
Email



Tab G

Required Forms

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Grant Compliance Services for FEMA HMGP/FMA Projects**

RFP NUMBER:**2024-32**

RFP OPENING DATE & TIME: **July 9, 2024 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: **Pegasus Engineering, LLC**

PROPOSER'S MAILING ADDRESS: **301 West State Road 434, Suite 309**

CITY-STATE-ZIP: **Winter Springs, Florida 32708**

F.E.I.N.: **26-0806410**

PHONE NUMBER: **(407) 992-9160**

EMAIL: **fursan@pegasusengineering.net**

If returning as a "No Submittal", please state reason (s)

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

Fursan Munjed, P.E.
NAME (TYPED)

Principal
TITLE

07/08/2024
DATED

City of Ormond Beach
Request for Proposals (RFP)
Grant Compliance Services

(RFP No. 2024-32)

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.

Pegasus Engineering, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Fursan Munjed, P.E.
PRINT NAME

Principal
TITLE

07/08/2024
DATE

City of Ormond Beach
Request for Proposals (RFP)
Grant Compliance Services
(RFP No. 2024-32)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
07/02/2024	No.1

Receipt of all of which is hereby acknowledged.

This Submittal 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; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: **Pegasus Engineering, LLC**

VENDOR/CONTRACTOR LICENSE NUMBER: **27770**

ADDRESS: **301 West State Road 434, Suite 309, Winter Springs, Florida 32708**

PHONE NO.: **(407) 992-9160** FAX NO.: **(407) 358-5155**

SUBMITTER'S NAME: **Fursan Munjed, P.E.**
(Typed or Printed in Ink)

TITLE: **Principal**

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach

PROPOSAL PRICING – RFP 2024-32 – GRANT COMPLIANCE SERVICES

Proposer submits the following prices for the work described in this solicitation: Rates provided include all costs associated with the performance of the work, such as overhead and profits. Reimbursement for travel expenses will be made at actual cost and without markup.

Position or Equivalent	Hourly Rate
1. Project Manager	**$185.00**
2. PA/Technical Specialist	**N/A**
3. Subject Matter Expert	**N/A**
4. Grant Program Manager	**$195.00**
5. Grant Assistant / Project Engineer	**$150.00**
6. Senior Designer / CADD Technician	**$120.00**
7. Administrative Assistant / Grant Support	**$ 85.00**
8.	
9.	
10.	

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary):

Please refer to tab F page 2 for a detailed response.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments, hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Pegasus Engineering, LLC
Name of Firm

Authorized Signature

Principal
Title

07/08/2024
Date Signed

301 West State Road 434, Suite 309
Address

Winter Springs, Florida 32708
City, State, Zip Code

(407) 992-9160
Phone

Fursan@pegasusengineering.net
Email

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT LITIGATION STATEMENT

1.

[x] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[x] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Pegasus Engineering, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Fursan Munjed, P.E.
SIGNER'S NAME (PRINT OR TYPE)

Principal
TITLE

07/08/2024
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
Grant Compliance Services
(RFP No. 2024-32)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: 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.

Pegasus Engineering, LLC
Company Name

Authorized Signature

Fursan Munjed, P.E.
Print Name

Principal
Title

Prepared by:

301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone: 407-992-9160 / Fax: 407-358-5155
www.pegasusengineering.net

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 32174 and **iPARAMETRICS**, **LLC,** a Foreign Limited Liability Company authorized to do business in the State of Florida, (the "Contractor"), 6515 Shiloh Road, Suite 200, Alpharetta, Georgia 30005, 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 ("Grant Compliance Services for FEMA HMGP/FMA Projects", RFP 2024-32) dated July 5, 2024, attached hereto as Exhibit "A" and the Proposal dated July 9, 2024, 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.

   A. **Authorization for Services.**
      1. Prior to authorization for professional services by Contractor:
         (a) City and Contractor shall develop a well-defined project description and complete understanding of the scope of services to be provided.
         (b) Contractor shall provide City with a detailed proposal that provides the total estimated cost for each phase of services based on the prices set forth in Exhibit "B". If the proposal is accepted by City, the City shall issue and execute a written Work Authorization to be signed by Contractor.
         (c) Based on the nature and cost of the services, City may obtain an independent estimate to evaluate the reasonableness of Contractor's estimate.
      2. Each Work Authorization shall contain:
         (a) The project description.
         (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
         (c) The dates for commencement and completion of work.

   The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the number of available projects or that Contractor will perform any project for City during the life of this Agreement. City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of one (1) year. This Agreement shall be automatically renewed for one-year periods (not to exceed four renewals) unless either party provides at least

ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

3. **Consideration.** Contractor shall perform the services at the prices set forth in the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**iParametrics, LLC**
Joyce Shanahan, City Manager	Jeffrey Stevens, Executive Vice President
(copy to City Attorney)	6515 Shiloh Road, Suite 200
22 South Beach Street	Alpharetta, GA 30005
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Contractor's Insurance**. The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by

anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than 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 $25,000 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 ACCORD 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.

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 _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH, a municipal corporation

_____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2024.

Witnesses:

iPARAMETRICS, **LLC** a foreign limited liability company, authorized to do business in Florida

_____

By: _____
Print Name: _____
Title: _____

Print Name: _____

_____

Attest: _____
Print Name: _____
Title: _____

Print Name: _____

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Grant Compliance Services for FEMA HMGP/FMA Projects**

RFP NUMBER:**2024-32**

RFP OPENING DATE & TIME: **July 9, 2024 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: iParametrics, LLC

PROPOSER'S MAILING ADDRESS: 6515 Shiloh Road, Suite 200

CITY-STATE-ZIP: Alpharetta, GA 30005

F.E.I.N.: 20-0631731

PHONE NUMBER: 770.664.6636

EMAIL: jeff.stevens@iparametrics.com

If returning as a "No Submittal", please state reason (s n/a

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

Jeffrey Stevens, CEM, MEP
NAME (TYPED)

Executive Vice President / General Manager
TITLE

July 05, 2024
DATED

GENERAL CONDITIONS

The general rules and conditions that follow apply to all RFPs accepted by the City unless otherwise specified. Respondents, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a response. Failure to do so will be at the respondent's own risk. Submission of a response is an assumption that the respondent is familiar with all conditions and intends to comply with them unless noted otherwise.

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.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be

initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

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.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent

or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

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)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS:

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach is requesting proposals from qualified firms, organizations, and individuals for grant compliance services with demonstrated expertise and knowledge with Hazard Mitigation Grant Program (HMGP) and FEMA Flood Mitigation Assistance (FMA) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. The selected Consultant shall provide the Services described herein, in compliance with the requirements of federal regulations, FEMA

(specifically, 2 CFR 200), Department of Homeland Security, State of Florida, Florida Division of Emergency Management (FDEM), and all other applicable laws, regulations and requirements. Services are anticipated to primarily relate to FEMA Hazard Mitigation Assistance grant compliance, but the ability to assist with management and reporting for any eligible grant assistance is required such as requesting proposals from qualified firms, and organizations. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, The National Flood Insurance Act of 1968, as amended, the Department of Homeland Security Appropriations Act, 2023, and the related statutory authority.

II. SCOPE OF SERVICES

The City of Ormond Beach is requesting proposals from qualified professional firms to support the city with the following:

1. Application submittal and compliance for Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) grants.
2. Review grant agreements for specific grant requirements, review/develop schedule of milestones and deadlines.
3. Prepare for and attend Project Kick off-Meetings with City of Ormond Beach Officials and staff.
4. Coordinate with the Agency providing the grant and City Staff regarding the project status and the need for any administrative requests.
5. Assist the City with the review of pertinent project documentation required by the Agency providing the grant, the Design Professional or Contractors throughout the course of the project and day-to-day assignments as they relate to the grant agreement.
6. Coordinate with City Staff and Design professionals regarding the project status in anticipation of the preparation of progress reports.
7. Prepare and submit progress reports to the Agency providing the grant during the course of the contract.
8. Progress Reports shall coincide with monthly invoices.
9. Conduct meetings with the Agency providing the grant through the Period of Performance as necessary.
10. Review contract documents.
11. Review bid documents and determine contractor eligibility and compliance.
12. Assist the City during the Construction Phase, as necessary to comply with grant requirements.
13. Coordinate with City Staff regarding paid invoices, canceled checks, and supporting documentation in order to prepare and submit a Reimbursement Request to the funding agency.
14. Assist in formulation and preparation of Project Worksheets, compiling and summarizing category costs so the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and projects are categorized in a manner that ensures prompt and sufficient reimbursement to the City.
15. Upload all documents in an organized fashion to the appropriate website.
16. Work with the City to complete requests through the website, including reimbursement requests with FEMA and other grant entities requiring reports.
17. Ensure reimbursement requests will include all necessary documents, not only for reimbursement, but also to ensure ease of project closeout.
18. Work with FEMA and other grant entities to recoup up to the maximum Direct Consultant Administration Costs (DAC).
19. Accurately and properly track project management fees in compliance with FEMA and other grant entities' guidelines.
20. Work with the City to ensure labor time and tasks are properly recorded.

21. Start tracking project management (DAC) related activities the day the contract is awarded (and/or FEMA Declaration), to ensure reimbursement approval for the Grant Management Services through each Project Worksheet.
22. Provide periodic updates regarding the status of FEMA and other grant entities Public Assistance process as requested.
23. Address the funding Agency's request for information regarding the submitting of project deliverables.
24. Ensure that records are maintained and reporting completed during the entire schedule to comply with grant requirements.
25. Manage grant schedules and ensure all timelines and grant submittal deadlines are met.
26. Recommend policy and/or grant amendments. Take necessary actions, such as advertising, conducting public hearings, and updating project environmental review files.
27. Assist with dispute resolution and appeals.
28. Work with the City, State, FEMA, and other grant entities to capture all eligible costs and work through all concerns prior to submitting an appeal. If an appeal is warranted, our team will provide a response as required backed by a full policy review.
29. Capture all project information in a cohesive manner that allows for a smooth transition from project formulation through closeout.
30. Prepare and submit close-out documentation package to the funding Agency including a final status report.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for one-year periods not to exceed five years and will be automatically renewed for one year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must submit in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and unbound; shall be clear and concise, tabulated, and provide the information requested herein.

Statements submitted without the required information will not be considered. Responses shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each respondent must submit adequate documentation to certify the respondent's compliance with the City's requirements. Respondent should focus specifically on the information requested. Proposals should focus on providing the information requested.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm: Provide a narrative of the firm's qualities and capabilities that demonstrates how the firm will work with the City to fulfill the requirements of this proposal. Describe the firm's methods of providing FEMA Public Assistance Consulting Services, both in the office and at locations affected by a disaster. Also include additional information for other possible grant entity methods.

B. Experience: Provide a project history detailing experience providing FEMA and other grant funding assistance. Describe working relationships with FEMA and other grant entities and how your firm established them.

C. References: Include references for similar agency experience. Please ensure client contacts are current and correct. Letters of reference may be attached behind the form.

D. Staff Qualifications: List the proposed staff that will perform the work required if awarded this contract. An organizational chart and management plan should be included in this section. Detail minimum qualifications for each class of employee of the project team and identify his/her role on the team. Provide information regarding the number of similar contracts currently held in 1) mid Florida 2) the State of Florida and 3) the southeast United States and provide information on resources and capability to meet the needs of multiple contracts in the event of a major event that impacts the region.

E. Project Approach: Describe the approach and methodology that will be used to accomplish the work defined herein. The project approach shall include information on schedule and availability where applicable.

F. Proposal Pricing: Complete the attached proposal pricing sheet. Provide an explanation on how your firm will ensure hours worked are reasonable, not inflated, and in compliance with grant requirements.

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VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than **2:00 P.M. on July 9, 2024**.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174

Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of members of the Planning, Engineering, Finance Departments. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

a. The background, and experience of the Proposer in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
b. Reasonableness/competitiveness of proposed costs and/or benefits to the City of Ormond Beach. The City of Ormond Beach is not bound to select the Proposer who proposes the lowest cost or most benefits for service. The City of Ormond Beach reserves the right to negotiate fees and/or benefits with the selected Proposer.
c. The Proposer's responsiveness and compliance with the RFP requirements and conditions.
d. Determination that the selected Proposer has no contractual relationship which would result in a conflict of interest with the City.
e. The Proposers ability, capacity, and skill to fully and satisfactorily, provide these services and/or items required in this RFP.
f. The quality of the Proposer's performance in comparable and/or similar projects.
g. Whether the Proposer can provide the service and/or items in a prompt and timely fashion.
h. Quality of proposed contract.

Responsive proposals will be evaluated by the City, and the Proposer will be selected based on, but not limited to, the following scoring criteria:

Criteria:	Points:
Experience: The Proposer's comprehension of the needs of the City as demonstrated by the description of its approach to the elements listed within this document.	
Related Experience/Background with FEMA HMGP Grants	20
Related Experience/Background with FEMA FMA Grants	20
Demonstrated Capacity to Provide Proposed Services	15
Proposal Totals	**55**
References: Evaluation of the Proposer's work from previous organizations receiving similar services to those proposed within this RFP. Please provide a minimum of three references.	
Reference Totals	**15**
Cost: The cost of the proposal is important to the City, however, based on the evaluation of the other criteria, the City will not necessarily select the lowest proposer. See Proposal Pricing Worksheet	
Cost for Services:	30
Cost Total:	**30**
Total Possible Points	**100**

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. 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 CG00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

$1 Million	Combined Single Limit for Bodily Injury and Property Damage

(d) Excess Liability

For contracts $250,000 or greater an Excess Liability Policy of at least but not limited to $1,000,000 in addition to the scheduled underlying policies

for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed $25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts

expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposals (RFP)
Grant Compliance Services

(RFP No. 2024-32)

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.

iParametrics, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Jeffrey Stevens, CEM, MEP
PRINT NAME

Executive Vice President / General Manager
TITLE

July 05, 2024
DATE

City of Ormond Beach
Request for Proposals (RFP)
Grant Compliance Services
(RFP No. 2024-32)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
7/2/24	1

Receipt of all of which is hereby acknowledged.

This Submittal 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; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: iParametrics, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: BTR-2024-000315

ADDRESS: 6515 Shiloh Road Suite 200, Alpharetta, GA 30005

PHONE NO.: 770-664-6636 FAX NO.: 770-664-6696

SUBMITTER'S NAME: Jeffrey Stevens
(Typed or Printed in Ink)

TITLE: Executive VP/GM

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach

PROPOSAL PRICING – RFP 2024-32 – GRANT COMPLIANCE SERVICES

Proposer submits the following prices for the work described in this solicitation: Rates provided include all costs associated with the performance of the work, such as overhead and profits. Reimbursement for travel expenses will be made at actual cost and without markup.

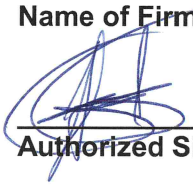
Position or Equivalent	Hourly Rate
1. Project Manager	$173.00
2. PA/Technical Specialist	$115.00
3. Subject Matter Expert	$206.00
4. Grant Manager (Support)	$115.00
5. Grant Manager (Team Lead)	$135.00
6. Project Executive	$191.00
7.	
8.	
9.	
10.	

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary):

Our firm charges only for hours actually worked, we provide detailed invoices down to the quarter hour indicating what time spent was allocated to. We have a detailed record and time keeping system as well as a complete understanding of allowable expenses with multiple levels of oversight.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments, hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

iParametrics, LLC
Name of Firm


Authorized Signature

Executive Vice President / General Manager
Title

July 05, 2024
Date Signed

6515 Shiloh Road, Suite 200
Address

Alpharetta, GA 30005
City, State, Zip Code

770.664.6636
Phone

jeff.stevens@iparametrics.com
E-mail

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
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.

iParametrics, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Jeffrey Stevens, CEM, MEP
SIGNER'S NAME (PRINT OR TYPE)

Executive Vice President / General Manager
TITLE

July 05, 2024
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
Grant Compliance Services
(RFP No. 2024-32)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: 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.

iParametrics, LLC
Company Name

Authorized Signature
Jeffrey Stevens, CEM, MEP
Print Name
Executive Vice President / General Manager
Title

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

FEDERAL REQUIREMENTS

Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

Drug Free Workplace

The Contractor must comply with Federal Drug Free workplace requirements as per the Drug Free Workplace Act of 1988.

Mandatory Disclosures

The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE)

The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

Equal Employment Opportunity

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

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will

take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

Contract Work Hours and Safety Standards Act

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done

under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

Clean Air and Water Pollution Control

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor agrees to report each violation to the City in writing and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor understands that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) and will assure compliance these provisions. Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction or subcontract it enters into. This certification is a material representation of fact relied upon by the City. If it is

later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify such.

Byrd Anti-Lobbying

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

Procurement of Recovered Materials

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) meeting contract performance requirements; or
(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Record Retention

Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

Federal Changes

Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, LOGO, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

iParametrics



FEDERAL FUNDING GRANT WRITING ASSISTANCE PROGRAM
RFP #2024-32

SUBMITTED TO

City of Ormond Beach, Florida

JULY 09, 2024

Innovating Solutions for a Changing World

iParametrics

GUIDING PRINCIPLES

iParametrics' Guiding Principles are the backbone of our business. We are a customer-focused, employee-driven firm dedicated to integrity, quality, and the highest standards of our industry. We enter each engagement committed to delivering the best products and services and exceeding our clients' expectations.

This commitment to excellence is made possible by the expertise and professionalism of our employees.

DELIVER RESULTS

Customer loyalty is the key to our future. Loyalty is built on trust - when we make a promise, we deliver.

SUPPORT COMMUNITIES

Our work is never "just projects"—people and communities are depending on our success.

INNOVATE

Seek opportunities to develop innovative solutions.

BE PASSIONATE

Demonstrate passion for what you do.

EMPOWER OUR EMPLOYEES

Our most valuable asset is our employees; with them nothing is impossible.

Overall, we bring our customers a diverse group of creative, technical, and entrepreneurial talents, all focused on providing a memorable customer experience and a safer community.



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SECTION I

FIRM BACKGROUND

iParametrics



SECTION 1

FIRM BACKGROUND

iParametrics, LLC, is a recognized leader in grant writing, grant management, and emergency management services. Since our founding in 2003, we have supported clients in all 50 states, including projects throughout Florida (as shown in the map below). iParametrics has over 100 employees, including certified emergency managers, grant writers and researchers, trainers, and facilitators.

iParametrics has a strong history of providing emergency management and grant writing services at all levels of government and the private sector. Our team has supported grant writing and management for 21 years, working with a variety of clients to apply for and receive the maximum funding reimbursement possible from local, state, and federal agencies.



THE IP ADVANTAGE

Our team members excel at working together with key stakeholders in each community to understand their long-term goals and then apply for the best grants available to ensure those goals are put in motion.

By maintaining an understanding of the requirements, guidelines, and standards surrounding federal and state grants, our team members have become experts at navigating the grant application process. Corporately, we are consistently trained on regulatory compliance at the state and federal levels to stay abreast of the latest trends and nuances in the industry. We support our clients in grant writing, grant application development, benefit cost analysis, regulatory coordination, project monitoring, reimbursement services, payment reconciliation, procurement development and oversight, cross-cutting compliance (specifically with OMB's 2 CFR, Part 200 federal funding requirements), external relations, and financial management.

Our team offers expert insight into the requirements of the grants process at the federal, state, and local levels, including grants through the Federal Emergency Management Agency (FEMA), including Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation (HMGP), and Flood Mitigation Assistance (FMA). Additionally we have extensive knowledge in funding from the US Department of Housing and Urban Development (HUD), the US Treasury, the American Rescue Plan Act (ARPA), Build Back Better Challenge grants, Economic Development Administration

(EDA) grants, and many more. Our team members also understand the requirements surrounding funding sources that haven't been officially released or for which guidelines have yet to be finalized.

When it comes to grant services, we know that one size does not fit all. Rather, it takes an understanding of each community's strategic long-term goals to know if the grant will provide enough support to meet these goals. iParametrics uses this thought process throughout the contract. We realize that every grant may not be worth the effort, but by layering multiple grants or funding sources, we are able to achieve the maximum return.



Highlighted iP Experience: We successfully identified over $16 million for HMGP funding for John Hopkins All Children's Hospital.

As an example of this method, iParametrics has collaborated with **Johns Hopkins All Children's Hospital** in St. Petersburg, FL, throughout the Hurricane Ian recovery process. Our team has reviewed potential projects for the hospital, including using FEMA PA funds for staff backfill, overtime, and emergency protective measures. We supported Johns Hopkins at Local Mitigation Strategy (LMS) meetings in six counties in support of the **Hazard Mitigation Grant Program (HMGP)** application process, and we have submitted the applications through FEMA's Grants Portal System. We have coordinated with State and Federal staff and provided technical guidance for procurement, duplication of benefits, and other potential federal grants. The hospital intends to use the grant funds to retrofit and fortify the main hospital and five outpatient care centers across six counties. These projects will enhance the resiliency of this critical community resource and bolster long-term recovery efforts. We have successfully submitted over **$16 million** in **HMGP** applications and ensured that the FEMA PA project worksheets were submitted correctly and on time. The hospital has already received approval from FEMA PA for **$800,000** for force account labor and **$300,000** for the first of six **HMGP** applications.

THE IP ADVANTAGE

The City of Ormond Beach deserves the support of a team that knows how to quickly, efficiently, and effectively identify needs, determine financial resources, and receive all available funding to help meet the needs of your community.

Our team understands that each project is unique, and that careful strategic collaboration with decision makers is key to understanding and identifying the appropriate funding sources to meet all needs of the community. Quite often, after meeting with community leaders, we will learn of opportunities in which funding could be leveraged but is not, allowing us to shift gears to cover these missed opportunities.

For example, we were successful in helping the **Town of Belmont, Massachusetts,** to identify a project of over $144,000 that documented the use of Town-owned equipment used to support their pandemic disaster response. These dollars were not anticipated by the City until they were identified by our team.

We are excited for the opportunity to work with the City's team, helping to bring your recovery, resilience, sustainability, and infrastructure improvement plans to life through the layering of available and new funding sources, and ensuring projects and vendors comply with the requirements set by the funding source.

What Sets Us Apart



Our firm distinguishes itself through a **specialized approach**, a **breadth of experience**, and a **balanced perspective**. We excel in securing grant funding from various sources, while aiding communities in disaster recovery. With a Florida-based team possessing decades of hands-on experience, we understand and address the unique challenges and opportunities in this field, ensuring close collaboration with the City to uncover potential funding opportunities and "hidden costs." Our holistic approach, involving a cross-section of internal and external stakeholders, ensures a seamless and transparent grants process, maximizing cost recovery and accountability for the City of Ormond Beach.



SPECIALIZED APPROACH

The iParametrics team understands how to efficiently and effectively apply for and secure grant funding from various sources. We aid numerous communities nationwide in disaster recovery efforts through FEMA, ARPA, and other funding.

Our Florida-based team, with decades of hands-on experience, understands the challenges and opportunities in this field. We will work closely with City personnel, both in person and virtually, to fully grasp your team's needs and key stakeholders' requirements. This close relationship will help us identify potential "hidden costs" eligible for reimbursement and find funding sources to cover these costs.

FIRM BACKGROUND CONTINUED

We recognize that cost recovery is not a "sole-source" approach and will go the extra mile to maximize cost recovery for the City. Our research will include additional relevant funding sources, such as CDBG-DR, IA, FMA, insurance, nonprofit grants, state grants, infrastructure funding, BRIC, FEMA PA, etc., to find sources for reimbursement and recommend the most effective approach. Our extensive experience with these funding sources will guide the City of Ormond Beach and your stakeholders in accessing these sources when available.

Our holistic approach involves a cross-section of internal and external partner agencies, stakeholders, and organizations. With team members from emergency management, public health, public safety, engineering, environmental permitting, and disaster recovery backgrounds, we ensure all stakeholders work cohesively and efficiently throughout the entire grants process.



BREADTH OF EXPERIENCE

Our team's diverse experience assisting with over 75 presidentially declared disasters in all 50 states over the past 21 years enables us to assess your funding initiatives comprehensively and identify optimal recovery opportunities. The iParametrics team has extensive nationwide experience with federal funding and recovery grants, enabling us to effectively leverage this funding for the City of Ormond Beach.

Our approach includes:

- Maximizing reimbursement for services, personnel, contracting, and subcontracting costs.
- Ensuring equipment and supply procurement meets eligibility requirements.
- Avoiding duplication of benefits to prevent ineligibility.
- Confirming personnel costs are appropriate for cost recovery.
- Meticulously reviewing paperwork to minimize audit risks.
- Ensuring documentation is audit-friendly, maximizing accountability and transparency.

We will support the City with strategies focused on ensuring overall cost recovery and grants development and continuity in the recovery process through project closeout, providing all necessary information and resources for ongoing efforts.



BALANCED PERSPECTIVE

The iParametrics team approaches all of our projects from multiple, balanced perspectives.

- **Technical Perspective.** The iParametrics team stays abreast of the latest state and federal guidelines to support modern concepts in emergency management.
- **Financial Perspective.** Our team ensures the most effective yet efficient methodologies are implemented to maximize the client's financial resources. Client costs are minimized wherever feasible, while cost recovery using a variety of sources is maximized, to provide the optimal return on the client's investment with us.
- **Stakeholder Perspective.** We pride ourselves on understanding that most of our clients themselves have stakeholders and customers they serve. In executing this project, we will work hard to understand not only your primary interagency stakeholders but also your customer base to deliver the best possible products that serve your clients.
- **People Perspective.** We strive to understand the challenges and opportunities your staff face in managing this contract and work hard to ensure their satisfaction. We become an extension of your team, ensuring our work and final products align with your culture, processes, goals, objectives, and strategies.

SECTION 2

EXPERIENCE

iParametrics



SECTION 2

EXPERIENCE

Our extensive experience encompasses a broad spectrum of clients, including local governments, public safety agencies, recreation facilities, and many disaster recovery initiatives. The iParametrics team has significant experience with all federal disaster recovery grants, particularly those resulting from severe weather impacting communities across Florida. This has allowed us to identify and leverage strategies to maximize cost recovery for all our clients.

If selected for the award, we will support the City with various strategies aimed at ensuring overall cost recovery. We will work closely with you to ensure the most effective, holistic recovery.

THE IP ADVANTAGE

We are passionate about the communities in Florida and ensuring a comprehensive and speedy recovery process because it affects our employees and their families and friends.

For the past 21 years, iParametrics has supported the **FEMA Public Assistance (PA) Program** as a subcontractor. Through this program, we provide federal disaster grant assistance, emergency management, security planning services, and custom training and exercises. We serve as an extension of our client's staff, working on planning, preparing, and supporting emergency management and homeland security services, including bid specifications, proposal preparation, and technical support.

Our relationship with FEMA is dynamic due to our decades of experience as members of the FEMA PA TAC program. We have worked both on behalf of FEMA and on behalf of state and local clients. We understand how FEMA applies the rules and regulations and the local perspective, as most of our team has worked for both State and Local Emergency management entities.

Our staff is comprised primarily of highly technical engineers, subject matter experts (SMEs), and "specialty staff" to support all areas within the recovery program, such as applicant investigations and evaluations, project worksheet (PW) development and review, financial analysis, monitoring and compliance, cost analysis, mitigation and policy efforts including litigation and appeals support as well as program review and closeout operations. All work under the contract is performed under the applicable federal and state policies, rules, regulations, and guidelines, including:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act
- FEMA DAP (Disaster Assistance Policy) 9525
- CFR 207.7 The Code of Federal Regulations, Title 44
- CFR 13.22, Office of Management and Budget Circular A-87
- 36 Code of Federal Regulations (CFR) – Parks, Forests, and Public Property
- 40 CFR, Parts 1500-1508 – Protection of Environment

- 41 CFR, Part 307 – Public Contracts and Property Management
- 44 CFR, Emergency Management and Assistance
- 48 CFR Federal Acquisition Regulations System
- 50 CFR, Part 402, Wildlife and Fisheries
- FEMA 321 Public Assistance Policy Digest
- FEMA 322, Public Assistance Guide
- FEMA 322 Public Assistance Applicant Handbook
- FEMA 325, Debris Management Guide
- Public Assistance Series 9500 – Policy Publications
- Public Assistance Standard Operation Procedures – Series 9570
- Disaster Mitigation Act of 2000
- Post-Katrina Emergency Management Reform Act
- Long-Term Community Recovery
- National Flood Insurance Act of 1968
- Dept. of Homeland Security Appropriations Act of 2023

iParametrics has a deep understanding of the PA program and the applicable federal and state policies, rules, regulations, and guidelines that define pre-disaster planning, from obligating of funds through program closeout and auditing.

Our **Lead Grants Manager** for this project is **Patricia White, CFM**. Pat spent most of her career working for Volusia County, the last 20 years of which she spent in the Emergency Management Office as their Local Mitigation Strategy Coordinator. In this role, she assisted in developing **Flood Mitigation Assistance (FMA) Program** applicants and administered numerous elevation, acquisition, and demo-rebuild projects..

We maintain a roster of qualified and FEMA-badged staff ready to deploy within 48 hours. Major deployments under the FEMA PA TACs have included Hurricane Maria, Hurricane Irma, Hurricane Harvey, Hurricane Katrina, Hurricane Sandy, and Tropical Storm Irene, as well as other disasters nationwide. Our personnel are consistently rated among the best by FEMA on our PA TAC Contract. We have continuously worked in post-disaster recovery since Hurricane Katrina, responding to all types of disasters in almost every FEMA Region. This regular response tempo has ensured our team stays updated on the latest program policies and guidance for compliance.

We specialize in working with FEMA grants and other federal funders, such as HUD, the EDA, and the National Resources Conservation Service (NRCS). With a proven track record spanning various sectors and grant programs, we have consistently demonstrated proficiency in navigating the complex grants landscape.

Impactful Grants

Our grant portfolio features grants that have profoundly impacted the communities we serve, enhancing local safety, youth recreation facilities, and disaster recovery efforts. In selecting iParametrics as your grant partner, you align with seasoned professionals dedicated to securing funding across diverse sectors. Our unwavering commitment to excellence and dedication to community development makes us the ideal choice to champion your vision through successful grant acquisition. With iParametrics, you can trust our proven track record of transforming grant opportunities into tangible results for your community.

The iParametrics team is actively supporting clients throughout the country in their recovery efforts, **including the following Florida-based clients**:

- Since 2019, we have supported the **Town of Sneads, Florida**, with its long-term recovery efforts from Hurricane Michael. We guided Town leadership in pursuing FEMA PA, 406 Mitigation, and Hazard Mitigation Grant Program (404 Mitigation) funding. The town has received **$750,000** in **HMGP** funding. We have also identified additional 406 hazard mitigation opportunities to enhance overall community resilience, and coordinated with insurance to increase the total cost recovery and avoid potential duplications of benefits.
- We identified **$4.5 million** in **HMGP** funds that the **Greater Naples Fire District** applied for to harden firehouses impacted by Hurricane Ian. Once these applications are approved, we will also manage the funds to provide these improvements. We are managing CDBG-DR funds to relocate a firehouse out of a flood zone.
- As a subconsultant, we are assisting the **City of Naples** in rebuilding the historic multi-million dollar Naples Pier, destroyed during Hurricane Ian, using FEMA PA funds. This pier is critical to the tourism and community of Southwest Florida.

In the table on the following pages, we have provided a history of recent projects that highlight services most like those we would perform for the City of Ormond Beach, including our expertise with initiating and managing grant programs in which we identify applicable grants, write grant applications, administer awarded grant funding, and prepare reports in support of the grants.

THE IP ADVANTAGE

Our team has nearly 100 years of combined experience in managing grants to ensure we meet all compliance requirements and funds are expended in the most impactful and efficient manner possible per the federal regulations.

CLIENT NAME / LOCATION	PROJECT DESCRIPTION	CONTRACT DATES
Greater Naples Fire Rescue District (GNFRD)	We are assisting GNFRD with the development and submission of a Hurricane Ian HMGP application. The district plans to retrofit six fire stations to harden building envelopes, enhancing resiliency and long-term recovery capabilities for this essential community lifeline. We have applied for **$3 million** in **HMGP** funding.	03/2023 - Ongoing
Johns Hopkins All Children's Hospital, St. Petersburg, Florida	iParametrics was selected by Johns Hopkins All Children's Hospital in St. Petersburg, FL, to complete the Hurricane Ian FEMA PA recovery process and **HMGP** application for the hospital system. We are supporting the hospital during the recovery process and assisting with **HMGP** application development and submission. The grant funds will be used to retrofit and harden the main hospital and five outpatient care centers across six counties. These projects will enhance the resiliency of this essential community lifeline and support long-term recovery capabilities. We have submitted over **$16 million** in **HMGP** funds. The hospital has already received approval from FEMA PA for **$800,000** for force account labor, and **$300,000** for the first of six **HMGP** applications.	01/2023 - Ongoing
Lee County School District (LCSD) Lee County, Florida	iParametrics, as a subcontractor, assisted the LCSD with developing and submitting their Hurricane Ian **HMGP** application. The district aims to retrofit schools, many of which serve as storm shelters, with metal roofs and shutters to mitigate hurricane winds, they were awarded **$22 million** for this project. This will enhance community resilience, secure lifelines, and support long-term recovery. We also helped LCSD secure a **$500,000 CDBG-DR** Planning Grant from HUD to conduct a vulnerability assessment of all district structures and property. Additionally, we wrote and submitted a **$50 million CDBG-DR** grant application for infrastructure hardening from the Lee County Direct allotment following Hurricane Ian.	2023 - Ongoing
Town of Sneads, Florida	iParametrics has been assisting the Town of Sneads following Hurricane Michael. After the Category Five storm devastated the Florida panhandle, the Town sought our help to secure rebuilding funds from **CDBG-DR** and **HMGP**. As a result, the Town was awarded **$750,000** in FEMA and HUD funding.	07/2019 - 03/2024
Advent Health North Pinellas (AHNP) Tarpon Springs, Florida	iParametrics is assisting AHNP, a not-for-profit hospital in Tarpon Springs, FL, with the development and submission of two Hurricane Idalia **HMGP** applications, requesting a total of **$66 million** in mitigation funding. One grant aims to install a generator and electrical system to support the entire hospital during high winds, while the second grant focuses on hardening the building envelope. These projects will reduce evacuation frequency, build resilience, and support the long-term recovery of this essential community lifeline.	11/2023 - Ongoing

CLIENT NAME / LOCATION	PROJECT DESCRIPTION	CONTRACT DATES
City of Fairburn, Georgia	Since November 2023, iParametrics has been providing grant research and writing services to the City. We have identified and submitted applications for 11 funding opportunities totaling over **$5.8 million**. These grants would support projects in transportation improvements, economic development, energy efficiency upgrades, and fire and emergency response. All applications are currently under review, and we are working on additional applications for more projects.	11/2023 - Ongoing
City of Lowell, Massachusetts	The iParametrics team supported the City of Lowell's disaster response and recovery efforts, including applying for **CARES CRF** reimbursements, planning for vaccine distribution, and establishing a call center with a cloud-based routing system. With our help, the City received **$3.2 million** in FEMA PA Funds for community outreach, response support, vaccination, and COVID-19 testing.	12/2020 - 11/2022
Mecklenburg County, North Carolina	The iParametrics team is supporting Mecklenburg County's pandemic response and recovery efforts, including applying for FEMA PA funds for non-congregated sheltering, vaccination, PPE, medical supplies, and community outreach, resulting in a **$9.6 million** award.	04/2021 – Ongoing
City of Providence, Rhode Island	The iParametrics team was selected to assist the City in its recovery from the pandemic and in preparing for future disaster declarations. We are managing all FEMA PA grant responsibilities and identifying additional relief opportunities, including **CARES CRF** and **ARPA.**	7/2021 - Ongoing
Finney County, Kansas	Our team delivered turn-key solutions for managing COVID-19 recovery funding through the **US Treasury's CRF** grant. We provided program design, implementation, and management services, guiding the County in securing **$1.8 million (with a 20% cash match)** through FEMA PA grants to lay fiber internet across the county. Additionally, we were selected to support the County with their ARPA funds.	07/2020 - Ongoing
City of Portland, Oregon	iParametrics successfully supported grant development for the City's Bureau of Parks and Recreation that will fund plantings and increase shade canopy in the City following record-breaking extreme heat, leading to deaths in "urban heat islands". The grant was submitted to DHS/FEMA's **Building Resilient Infrastructure and Communities (BRIC)** grant program, a national competitive grant for an available almost $2 billion in federal funding. **A $2 million grant was applied for, and it was awarded to the City in August 2023.**	04/2023 - 08/2023
Tattnall County, Georgia	The iParametrics team supported Tattnall County with recovery from Hurricane Idalia. Our team helped them with identifying **$1.1 million** in FEMA PA funding for several projects. They will use funds to help rebuild over 500 miles of dirt roads that had been washed out because of the Hurricane, and reconstruct two culverts that had washed away.	12/2023 - Ongoing
Somerville, Massachusetts	The iParametrics team supported the City of Somerville's disaster response and recovery efforts from the pandemic. With our help, 51 projects were identified and the City received **$4.4 million** in FEMA PA Funds for community outreach, response support, vaccination, and COVID-19 testing, and establishing a call center.	05/2020 - 03/2022

SECTION 3

REFERENCES

iParametrics



SECTION 3

REFERENCES

Johns Hopkins All Children's Hospital

Larry Green
Grant Coordinator
500 7th Avenue South
St. Petersburg, FL 33701
(727) 324-7855 | lgreen52@jhmi.edu
*reference letter on the following page

Newton County, Georgia

Harold Cooper, Newton County Board of Commissioners
County Manager
1124 Clark Street
Covington, Georgia 30014
(678) 625-1615 | hcooper@co.newton.ga.us
*reference letter on the following pages

Greater Naples Fire Rescue District

Chris Wolfe
Interim Chief
14575 Collier Blvd
Naples, FL 34119
(239) 229-9991 | cwolfe@gnfire.org
*reference letter on the following pages

JOHNS HOPKINS
MEDICINE
JOHNS HOPKINS
ALL CHILDREN'S HOSPITAL

June 6, 2024

To Whom It May Concern,

I am writing to express my appreciation for iParametrics and their exceptional services in grant research, writing, and submission. Our organization, Johns Hopkins All Children's Hospital, has had the pleasure of working with iParametrics on several grant projects in six counties, and their contributions have been invaluable.

iParametrics has consistently demonstrated a high level of expertise in identifying grant resources that align with our diverse funding needs. They really have conducted thorough research from several funding sources, including federal, state, local, and foundations. Their dedication to finding us the best funding opportunities to align with our strategic objectives has been invaluable.

One of the key strengths of iParametrics is their meticulous attention to detail in finding, writing, editing and completing grant applications and proposals. They ensure that every document is well-written and error-free. Their efforts in this area have greatly enhanced the quality and competitiveness of our submissions.

In addition to their technical skills, iParametrics took the time to thoroughly understand our hospital's mission, goals, and projects. This in-depth knowledge allowed them to tailor their grant recommendations and proposals to our specific needs, ensuring that we pursue the most appropriate and promising opportunities.

Furthermore, iParametrics went above and beyond in their analytics capabilities. From researching data and creating charts and graphs that enhanced our grant proposals to their ability to present that data visually in an easy-to-understand way, iParametrics has been a significant asset in making our applications more persuasive.

iParametrics also handled the submission process with the utmost professionalism. They ensured that grant packages were complete, timely, and adhered to all funder requirements.

Regularly, iParametrics provided us with detailed summaries of potential funding opportunities related to our priority areas, such as [road improvements, water quality, community development], and more. These summaries are comprehensive and include critical information such as agency names, due dates, eligibility, program summaries, and funding levels.

In conclusion, iParametrics has been a critical partner in our efforts to secure funding for our projects. Their ability to handle multiple grant applications concurrently while maintaining a high standard of quality and efficiency is truly commendable. We highly recommend their services to any organization seeking expert assistance in grant writing and research.

Sincerely,

Larry Green
HMGP Project Coordinator
Johns Hopkins All Children's Hospital
lgreen52@jhmi.edu
727-324-7855

NEWTON COUNTY
BOARD OF COMMISSIONERS

MARCELLO BANES
CHAIRMAN
STAN EDWARDS
DISTRICT 1
DEMOND MASON
DISTRICT 2
ALANA SANDERS
DISTRICT 3
J.C. HENDERSON
DISTRICT 4
RONNIE COWAN
DISTRICT 5
JARVIS R. SIMS
INTERIM COUNTY MANAGER
JACKIE SMITH
COUNTY CLERK

February 6, 2023

Dear Iparametrics Consulting Team,

I am writing this letter to express my sincere gratitude and admiration for the exceptional work that your team has done for Newton County. I have had the pleasure of working closely with Kennedy Shannon and the rest of the Iparametrics team and I can attest to their unparalleled level of expertise and dedication to their work.

One of the most impressive things that your team has done for Newton County is assisting us in identifying our funding priorities for the American Rescue Plan Act (ARPA) funding. Your team created and implemented programs that were drastically needed in Newton County, addressing the needs of our most vulnerable residents. Moreover, you have reviewed all of our program and policy creation for ARPA projects through a Diversity, Equity, and Inclusion lens, ensuring that all of our efforts are inclusive and equitable.

Additionally, your team conducted a detailed and in-depth monitoring on a subrecipient that was contracted prior to your engagement, which resulted in the discovery of massive fraud and the return of over $480,000.00 in federal ARPA funding to the County. This was a tremendous help, as it prevented the County from having to repay the funds to the federal government.

I would also like to highlight Kennedy Shannon's contributions to our project. She has made working with Iparametrics a truly pleasurable experience. Kennedy's level of expertise and her ability to explain complex issues in layman's terms have been greatly appreciated by both myself and the Commissioners.

In conclusion, I would like to express my sincerest appreciation for the great work that Iparametrics has done for Newton County. Your team's dedication and commitment to providing the best possible service have not gone unnoticed. I have no doubt that your team will continue to make a positive impact in the communities you serve.

1124 CLARK STREET - COVINGTON, GA 30014
TELEPHONE (678) 625-1200 - FAX (770) 784-2007

Thank you for your outstanding work and for being such a valuable partner to Newton County.

Sincerely,

Jarvis Sims
Interim County Manager

1124 Clark Street - Covington, GA 30014
Telephone (678) 625-1200 - Fax (770) 784-2007

GREATER NAPLES FIRE RESCUE DISTRICT
ADMINISTRATIVE HEADQUARTERS
14575 Collier Boulevard • Naples, FL 34119
Phone: (239)348-7540 Fax: (239)348-7546

Chris Wolfe, Interim Fire Chief

7/3/2024

To Whom It May Concern:

I am pleased to write this letter of recommendation for iParametrics, LLC. They have been providing exemplary grant services for the Greater Naples Fire Rescue District (District). We are the largest independent fire district in Florida, providing emergency response and life-saving services to the Chokoloskee, Everglades City, Golden Gate, East Naples, Isles of Capri, Port of the Islands, and surrounding communities. Throughout our collaboration, iParametrics has demonstrated exceptional skills, dedication, and professionalism that have significantly contributed to the success of our grant acquisition efforts.

We were impacted by two major hurricanes in less than five years. It was determined that hardening our six most vulnerable stations was the best means of remaining functional following storm impacts. Our engagement with iParametrics began when we needed comprehensive support to enhance our grant writing and research capabilities to make this happen as we were recovering from the hurricanes. We contracted with iParametrics to provide these services for us. From the onset, iParametrics exhibited an in-depth understanding of our needs and developed a strategic approach tailored to our objectives.

We collaborated with iParametrics to support us and our projects at the Local Mitigation Strategy Committee (LMS), attend the necessary ranking meetings, and advocate for our applications. iParametrics provided outstanding technical guidance regarding procurement, making sure we didn't duplicate benefits and providing information on other potential federal grant opportunities. Additionally, during the application process, they provided us with a Benefit-Cost Analysis (BCA) and data analytics to use in support of the submission of the application.

During this process, iParametrics meticulously analyzed each task assignment, ensuring that all projects were approached with a clear understanding of the required deliverables, schedules, and estimated costs. They did an exceptional job of integrating with our team to gather the necessary information and insights.

The professionalism displayed by the iParametrics team was evident in every interaction. They consistently communicated progress updates, adhered to deadlines, and were responsive to any queries or feedback. iParametrics utilized their own resources and expertise to ensure the high quality of all submissions, which was critical in meeting the stringent requirements of the HMGP grant programs.

Throughout our engagement, iParametrics maintained excellent coordination with the District representatives, facilitating smooth communication and efficient handling of tasks. Their ability to integrate feedback and make necessary adjustments swiftly was particularly commendable. Moreover, iParametrics proactively identified potential challenges and provided insightful solutions, which greatly aided in navigating complex grant processes.

iParametrics has been an invaluable asset to the District. Their expertise, dedication, and professional conduct make them highly recommendable for any organization seeking proficient grant services. We are confident that iParametrics will continue to excel and provide outstanding service in any future endeavors.

Please feel free to contact me at 239-348-7540 if you require any further information.

Sincerely,
Chris Wolfe

Chris Wolfe
Interim Chief
Greater Naples Fire Rescue District
14575 Collier Blvd.
Naples, FL 34119
cwolfe@gnfire.org

SECTION 4

STAFF QUALIFICATIONS

iParametrics



SECTION 4

STAFF QUALIFICATIONS

Proposed Staff

We believe quality people drive quality results. Our commitment starts with the hand-picked team we will assign to this project. All of our professionals hold the necessary qualifications to meet the City's needs and are prepared to begin upon contract award. This team has managed countless complex projects, including emergency planning, hazard mitigation, data analytics, and long-term community development.

Our grant professionals stay updated on the newest laws and regulations surrounding federal grants, such as the Bipartisan Infrastructure Law. We aim to build capacity and enhance the organizational capabilities of our clients along the way. **Our Project Manager, Shanti Smith-Copeland, EdD(c), FPEM, CEM, and our team of Florida-based grant writing professionals look forward to assisting the City of Ormond Beach in securing maximum funding.**

Our team's extensive experience in identifying, writing, applying for, and managing grants of various sizes and funding sources has allowed us to perfect these practices, meaning there will be no lag in the process regardless of any other projects we are committed to. The key staff has recent experience implementing grant relief programs funded by various federal and state entities.

We support project management with secure technology platforms like Microsoft Teams, ensuring the City has full visibility and continuous project progress, as well as the ability to provide comments throughout the process. Our team is adept with various platforms, allowing us to work on your grant applications from any location.

THE IP ADVANTAGE

The key staff presented in these pages has worked with local government clients like the City of Ormond Beach around the nation to deliver the most creative, innovative, and comprehensive plans for leveraging grant funding to enhance resilience.

We guide clients through complex grant administration and closeout processes. Our team combines wide-ranging subject matter expertise, trusted insights, operational knowledge, and technical skills, delivering understanding, empathy, and solutions tailored for the City. We are passionate about the clients we serve and the communities we support.

On the following pages are summary biographies for each team member, with the role each member will perform. Resumes can be provided upon request.

STAFF QUALIFICATIONS CONTINUED



Shanti Smith-Copeland, EdD (c), FPEM, CEM, serves as the Director of Emergency Management for iParametrics and will be the **Project Manager** for this engagement. She is a decisive, results-oriented executive with 19 years of innovative crisis and emergency management leadership. These skills have been honed through positions she has held including Deputy Bureau Chief of Preparedness for the State of Florida, as well as a local emergency manager. Shanti's experience includes disaster preparedness, response, recovery, and grant management support on behalf of the State Emergency Response Team, as well as Florida cities and counties after Hurricanes Dennis, Katrina, Rita, Wilma, Hermine, Matthew, Irma, Michael, Dorian, and the pandemic. Additionally, her experience in 34 federally declared disasters across FEMA Regions 1, 2, 4, 6, and 7 from 2005-2020 has allowed her to provide operational support to field operations for disaster recovery, debris management, mass care coordination, Emergency Operations Center (EOC) staffing of ICS positions including Plans Chief, Logistics Chief and Liaison Officer as well as Incident Management Team (IMT) support up to and including Type 3 Incident Commander.



Shanti will be supported by **Jeff Stevens, CEM, MEP,** who serves as iParametrics' Executive Vice President / General Manager and will be the **Project Executive** for this engagement. Jeff is a leader in the emergency management industry and is an expert on all regulations behind federal and state-level grants. He is a hands-on leader known for his advocacy on behalf of the communities we serve. Jeff has served clients in the southeastern part of the United States and across the nation to apply for and leverage federal funding from multiple sources to deliver a variety of initiatives. He holds numerous certifications, including as an Operations, Planning, and Logistics Section Chief. He is also a volunteer firefighter in his community.



Pat White, CFM, will serve as a **Grants Manager (Lead)** on this project. She has over 25 years of experience and spent the majority of her career with Volusia County, dedicating the last 20 years to the Emergency Management Office as the Local Mitigation Strategy Coordinator. In this role, she handled grant administration and coordination for the County's Hazard Mitigation Assistance Program and FMA Program. During her time with the County, she administered over 20 elevation, demolition, rebuild, and acquisition projects, most of which were under the FMA program. Additionally, Pat also provided administrative support for the NFIP CRS program for the unincorporated county and remains an active member of the Volusia County LMS working group. After leaving the Volusia County Emergency Management Office, Pat has spent the past five years working on various projects in the private sector. Her work includes developing HMGP and CDBG-DR grant applications for different entities.



Gina Vought, an Emergency Management Project Manager for iParametrics, will serve as a **Grants Manager (Lead)** for this engagement. With over 20 years of experience in emergency services, Gina has held various roles, including IMT member for the City of Jacksonville, FL, and State Emergency Operation Center Support for Illinois. She has also managed recovery programs, such as St. Johns County, Florida's first CDBG-DR grant award for Hermine-Matthew Recovery, overseeing $89 million in funding for multiple projects. Additionally, she served as the County's SME in all CDBG-DR program areas, advising senior leadership.

STAFF QUALIFICATIONS CONTINUED



Brenda Mathews has an array of experience working on FEMA FMA recovery, CDBG-DR projects, FEMA PA grant programs, and HMGP following presidentially declared disasters. She is an expert in the federal grant application and management process. She will serve as a **Sr. Grants Manager (Lead)** for this engagement. Brenda has worked in St. Tammany, Plaquemines, and St. Bernard parishes, and with the Lafayette consolidated government with FMA recovery. Brenda is skilled in monitoring all aspects of the FMA. PA and HMGP grant programs from application to closeout and works with homeowners, contractors, and local, state, and federal staff to effectively and efficiently secure individual mitigation projects.



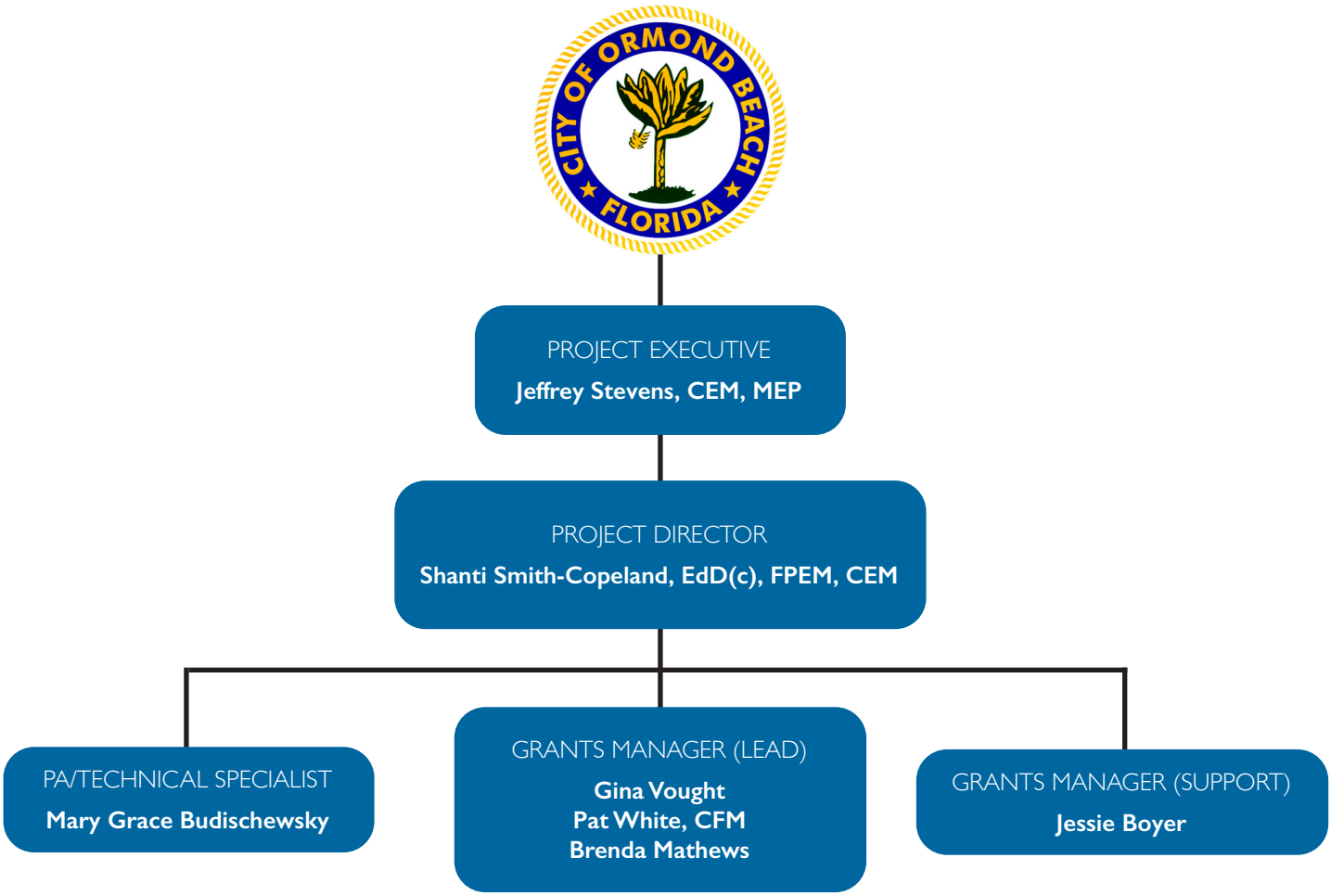
Jessie Boyer is an Emergency Manager with iParametrics who has a drive for problem-solving regional and community issues. She will serve as a **Grants Manager (Support)** for this engagement. She is passionate about people, human rights, and the environment. Jessie was a Program Manager with experience in program design, building, and implementation. She is knowledgeable on CDBG-MIT and CDBG-DR and related HUD grants for disaster recovery, having provided support for General Planning Support Programs (GPS), Critical Facility Hardening Programs (CFHP), and General Infrastructure Programs (GIP) throughout Florida for the Florida Department of Economic Opportunity.



Mary Grace Budischewsky is an Emergency Policy Analyst for iParametrics and will support this project as a **PA/Technical Specialist.** Mary Grace has supported many grant projects for iParametrics. Mary Grace is currently case managing for seven ARPA grants for three clients while supporting the writing of multiple Local, State, and Federal Emergency Operations Plans and coordinating the iParametrics IMT. Her experience is in research, economic planning support, and disaster recovery. Mary Grace received her Bachelor of Science in Marine Science and her Masters in Public Policy from Jacksonville University.

STAFF QUALIFICATIONS CONTINUED

Organizational Chart



Management Plan

iParametrics' core management philosophy drives our approach. We continuously improve our internal processes through contract performance, incorporating industry best practices and proven technologies. As a guiding principle, while we provide our services, we also provide resources and tools that allow your existing teams to build their capacity and become empowered with the knowledge and capabilities to perform in even the most challenging circumstances. **When your community succeeds, we succeed.**

We efficiently handle contracts of any scale, delivering reliable, high-quality services. Leveraging our team's expertise and systematic project management practices, we consistently meet or exceed clients' strategic objectives. Our methodology emphasizes efficiency, quality, and responsiveness to meet diverse client needs. iParametrics enhances service delivery and achieves cost savings through operational efficiencies and a skilled team. We can support all City operations, from grant identification and writing to management and planning, with professionals experienced in emergency management, infrastructure, public health, engineering, environmental permitting, cost estimating, and disaster recovery. Our customized grant services are tailored to meet the City of Ormond Beach's needs.

Our Project Manager, **Shanti Smith-Copeland, EdD(c), FPEM, CEM,** will administer the project according to the Project Management Institute's Project Management Body of Knowledge standards. This provides the project team with structured tools, templates, and practices for successful and timely solution delivery. In planning, response, mitigation, or complex disaster recovery efforts, our Core Project Management approach ensures flexibility as priorities change. This approach has delivered proven results throughout our firm's 21-year history.

Using proven processes from our team's decades of program and project management experience, combined with technology tools like OneDrive, Microsoft Teams, and other project management software, **we bring together industry best practices, expertise, flexibility, quality, and responsiveness to meet our client's needs.**

HOW WE DO THIS

- **MANAGEMENT EFFICIENCY AND COST SAVINGS:** We improve deliverables and service availability through rapid responsiveness, operational efficiencies, and expert staff management. By minimizing cost, time, and risk, we enable our team to focus on core business activities, fostering innovation and enhancing user experience.

- **QUALITY AND PERFORMANCE OVERSIGHT:** We foster a culture of continuous improvement through our quality program and the regular analysis and reporting of performance measurement data to improve processes, procedures, and client services. iParametrics implements a customized Quality Assurance Plan for most programs, designed to identify and prevent deficiencies, document quality activities, and maximize contract productivity and worker performance. This plan includes Key Performance Indicators (KPIs) to measure performance.
- **TASK ORDER MANAGEMENT AND DELIVERY:** Task Orders are managed meticulously to ensure compliance with established performance metrics. Each Task Order is treated as a distinct project, adhering to iParametrics' standards for quality and efficiency and leveraging our comprehensive Program Management Tools for optimal task management.
- **CONTINUOUS IMPROVEMENT AND CLIENT ENGAGEMENT:** iParametrics is committed to continuous improvement and proactive client engagement. Regular feedback mechanisms and client interactions ensure that our management practices remain aligned with client expectations and project requirements. Our commitment to innovation and quality maintains our competitive edge and ensures client satisfaction.

Operational Structure

Our operational structure is designed to:

- Integrate into the City's organizational structure
- Remain compliant with state and federal requirements and standards
- Meet each grant's specific requirements for application through execution
- Enhance the City's capabilities
- Support the City virtually or physically as needed

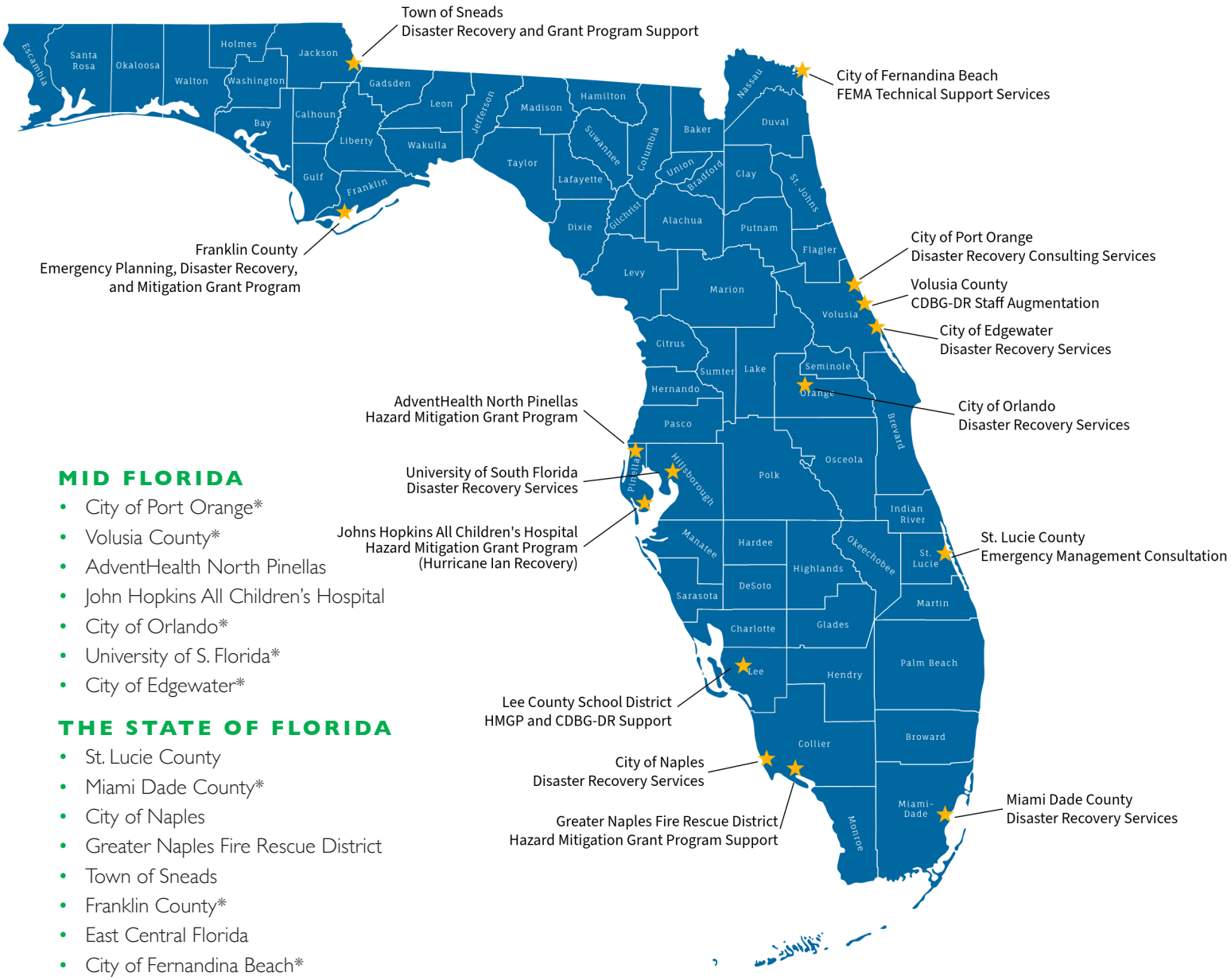
Programmatically, we have developed the following approach to ensure success:

- Senior leadership will receive expert and holistic advice on developing and implementing a City-wide grant campaign.
- You will be supported through staff augmentation, expert consulting, and innovative solutions to maximize funding potential under all available state and federal grant sources while reducing the risk of potential de-obligation.

iParametrics' commitment to efficiency, quality, and responsiveness ensures exceptional service delivery tailored to the City of Ormond Beach's needs. Our proven methodologies and skilled team, combined with continuous improvement and client engagement, position us to support and empower your community effectively.

STAFF QUALIFICATIONS CONTINUED

Current Similar Contracts



MID FLORIDA

- City of Port Orange*
- Volusia County*
- AdventHealth North Pinellas
- John Hopkins All Children's Hospital
- City of Orlando*
- University of S. Florida*
- City of Edgewater*

THE STATE OF FLORIDA

- St. Lucie County
- Miami Dade County*
- City of Naples
- Greater Naples Fire Rescue District
- Town of Sneads
- Franklin County*
- East Central Florida
- City of Fernandina Beach*
- Lee County School District*

THE SOUTHEASTERN UNITED STATES

- Virginia Department of Emergency Management (VDEM)*
- Mecklenburg County, NC

** We are a sub or in a pool of firms on the contract*

Project Staffing and Capacity

Our team at iParametrics is strategically positioned to fulfill all the requirements outlined in the scope of work for the City of Ormond Beach. We bring a diverse blend of subject matter expertise, operational knowledge, technical skills, and trusted insights specifically tailored to support local government needs. Our key staff members are not only experienced in working with various local government clients across Florida and nationwide but are also skilled in delivering innovative and comprehensive grant and disaster recovery programs in sectors such as economic development, infrastructure, planning, and capacity-building. These programs are renowned for effectively leveraging funding from federal, state, and local resources, ensuring a high level of efficiency and impact.

We are passionate about our work and committed to supporting the communities we serve. Currently, our team is approximately 50% utilized, which guarantees ample availability to meet the City of Ormond Beach's grant service requirements. Additionally, we maintain a robust roster of individuals who are ready to be called in should the need arise. This flexibility is coordinated through bi-weekly manpower planning meetings led by our leadership team, ensuring we remain proactive and responsive to both ongoing and upcoming project needs.

It is also important to note that although iParametrics holds multiple contracts across Florida, in many of these arrangements, we are one of several firms selected to provide services. This model enhances our ability to scale and prioritize resources effectively, particularly in the event of a major regional event. Thus, we are fully prepared and well-equipped to assist the City of Ormond Beach with its specific project needs without any compromise in service delivery.

Minimum Qualifications

The chart on the following pages outlines the minimum qualifications for each role that we would use to meet the contract requirements.

STAFF QUALIFICATIONS CONTINUED

POSITION	MINIMUM QUALIFICATIONS	RATE
PROJECT EXECUTIVE	**EDUCATION:** Bachelor's Degree; Master's Degree. **CERTIFICATIONS:** Relevant certifications such as Certified Emergency Manager (CEM), Project Management Professional (PMP), or similar credentials. **EXPERIENCE:** Minimum of 25 years of experience in disaster recovery, emergency management, or a related field. A proven track record of managing large-scale disaster recovery projects. Experience with grant management and funding processes related to disaster recovery. **SKILLS:** Strong leadership and project management; Excellent communication and interpersonal skills; Ability to coordinate and collaborate with various stakeholders including government agencies, non-profits, and private sector partners; Knowledge of federal and state regulations related to disaster recovery, such as FEMA PA and Hazard Mitigation programs; Proficiency in data analysis and reporting tools.	$191
PROJECT MANAGER	**EDUCATION:** Bachelor's Degree; Master's Degree. **CERTIFICATIONS:** Relevant certifications such as Certified Emergency Manager (CEM), Project Management Professional (PMP), or similar credentials. **EXPERIENCE:** A minimum of 15 years of experience in disaster recovery or a related field, with proven ability to manage large-scale projects, budgets, resources, and stakeholder communication. Experience with federal, state, and local recovery programs like FEMA and HUD is essential. **SKILLS:** Strong leadership and project management skills with the ability to lead and coordinate multi-disciplinary teams are essential. Excellent communication and interpersonal skills are needed to effectively interact with diverse stakeholders, including government officials, community leaders, and the public. Proficiency in project management tools and software, knowledge of relevant regulations, and analytical and problem-solving skills are critical, along with the ability to work under pressure and manage multiple priorities in a fast-paced environment.	$173
SUBJECT MATTER EXPERT	**EDUCATION:** Bachelor's Degree; Master's Degree. **CERTIFICATIONS:** Relevant certifications such as Certified Emergency Manager (CEM), Project Management Professional (PMP), or similar credentials. **EXPERIENCE:** Minimum of 10 years of experience in disaster recovery, emergency management, or grant management. Expertise in grant applications, administration, and compliance, particularly disaster recovery grants (e.g., FEMA, HUD's CDBG-DR). Proven track record in planning, coordinating, and executing disaster recovery projects. **SKILLS:** Strong leadership and project management; Excellent communication and interpersonal skills; Ability to coordinate and collaborate with various stakeholders including government agencies, non-profits, and private sector partners; Knowledge of federal and state regulations related to disaster recovery, such as FEMA PA and Hazard Mitigation programs; Proficiency in data analysis and reporting tools.	$206

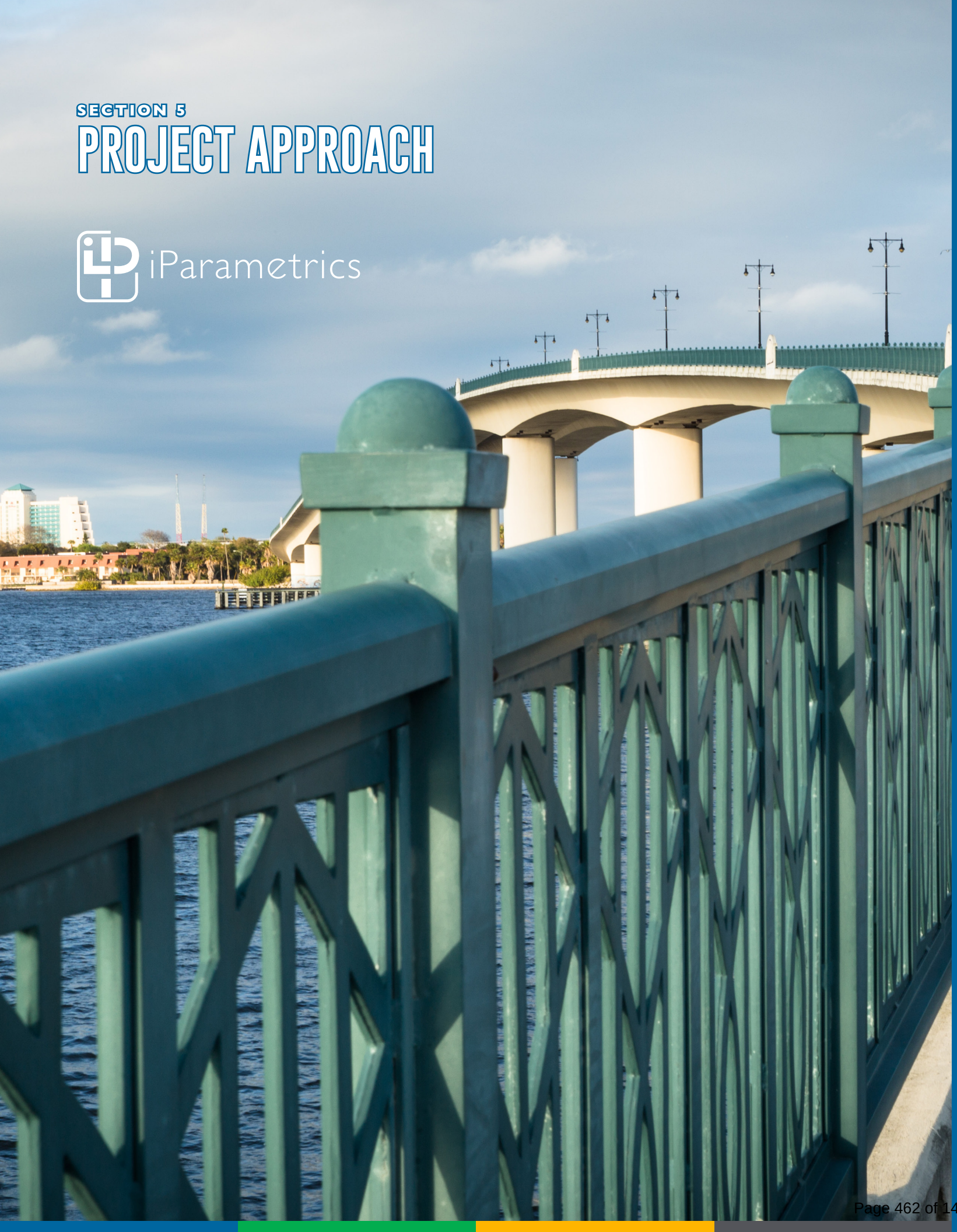
STAFF QUALIFICATIONS CONTINUED

POSITION	MINIMUM QUALIFICATIONS	RATE
GRANTS MANAGER (TEAM LEAD)	**EDUCATION:** Bachelor's Degree; Master's Degree **CERTIFICATIONS (OPTIONAL):** Relevant certifications such as Certified Emergency Manager (CEM), Project Management Professional (PMP), or similar credentials. **EXPERIENCE:** Minimum of 8 years of experience in grant management, disaster recovery, or a related field. Demonstrated experience in a leadership or supervisory role, managing teams and projects. Specific experience in disaster recovery efforts, including working with federal and state disaster recovery programs (e.g., FEMA Public Assistance, HUD Community Development Block Grant Disaster Recovery). **SKILLS:** Proven expertise in grant application management, strong project management and analytical skills, effective communication, attention to detail, problem-solving abilities, and technical proficiency. Knowledge of disaster recovery regulations and familiarity with federal and state funding programs.	$135
GRANTS MANAGER (SUPPORT)	**EDUCATION:** Bachelor's Degree **EXPERIENCE:** Minimum of 5 years of experience in grant management, disaster recovery, emergency management, or a related field; Experience with federal, state, and local government grants, particularly FEMA and HUD disaster recovery programs; Proven track record of managing and overseeing grant-funded projects. **SKILLS:** Strong project management skills; excellent communication abilities; proficiency in grant management software; adept at analyzing complex grant regulations. Understanding of disaster recovery processes and knowledge of relevant regulations at federal, state, and local levels.	$115
PA/TECHNICAL SPECIALIST	**EDUCATION:** Bachelor's Degree **EXPERIENCE:** Minimum of 3 years of experience in disaster recovery, emergency management, or a related field. Project management experience, and experience with FEMA Public Assistance or other federal disaster recovery programs. Proven track record in grant writing and administration. **SKILLS:** Strong project management and communication skills; ability to analyze complex grant regulations; proficiency in grant management software and technology. Understanding of disaster recovery phases and relevant regulations; technical proficiency in project management and data analysis tools.	$115

SECTION 5

PROJECT APPROACH

iParametrics



SECTION 5

PROJECT APPROACH

iParametrics is excited to present this proposal to support the City of Ormond Beach in managing your grant opportunities to enhance your community. We hope this submission demonstrates why the iParametrics team is the best partner for the City. This section details our proposed work approach.

THE IP ADVANTAGE

As leading experts in grant writing, management, and administration for federal, state, and local funders, iParametrics offers a deep understanding of complex regulatory requirements and the technical intricacies of the grant application process.

We understand that the grants have been secured, and that is the first step in transforming your vision into reality. Our firm specializes in grant management and compliance, ensuring every dollar is utilized effectively and adheres to all regulatory requirements. We have extensive experience in optimizing fund allocation, streamlining reporting processes, and providing strategic guidance to maximize the impact of your grants. With our support, you can focus on achieving your project goals while we manage the complexities of fund management, helping your resources achieve greater outcomes.

Our comprehensive grant management program fully supports clients throughout the entire grant process. We will work with the City to develop an effective plan for managing each grant and ensuring all requirements are met.

Over the past 20 years, we have provided comprehensive services and staff support across various professional disciplines in large government programs. Our team members are currently engaged in a broad range of projects nationwide. In performance-based service contracts, our management efficiency, best practices implementation, and cost savings are critical to successfully maintaining operations.

We will assist the City in:

- Increasing deliverable/service availability through rapid response and technology
- Realizing cost savings based on operational efficiencies and experienced staff
- Minimizing cost, time, and risk factors for safety and security services
- Enhancing and broadening the City's experience by integrating processes with technology

MANAGEMENT OF SUCCESSFULLY OBTAINED GRANTS

We realize that receiving the funding is just the first step in ensuring the City's previously identified projects and overarching goals are brought to life. Once funding has been

successfully obtained, there is a whole new process that begins to ensure the funding is appropriately allocated to reach its maximum potential. Our team is made up of experts who are skilled at supporting communities through the full grant management process, should this support be desired by the City.

FINANCIAL AND GRANT ADMINISTRATION RISK MANAGEMENT

There are substantial risks associated with the federal grant management process that can result in the loss of all or a significant portion of grant funding. It is imperative that the City assess these risks and establish an effective grant management process. An effective process includes strategies, policies, procedures, and internal controls that guide the process from proposal solicitation and contract award through contract monitoring, ensuring that disaster-related work is performed effectively and efficiently without fraud, waste, or abuse, culminating in a closeout process that provides this evidence to federal funders.

During our engagement, we will assess the risks in the current City environment and work with the appropriate agencies to develop and implement mitigating measures to ensure the City receives full reimbursement of all eligible costs under grants. We will use an accepted risk model to identify and prioritize current risks. Our approach is based on the Committee of Sponsoring Organizations of the Treadway Commission (COSO) model. This methodology includes evaluating controls from operational, financial, and compliance perspectives, analyzing selected functions such as monitoring, control activities, and risk assessment.

A key to the successful use of this model is an in-depth understanding of the organization's drivers. We have successfully used this analytical approach with other agencies and are confident that the COSO model will produce results that meet or exceed the City's expectations. We will tailor the COSO framework to the specific work at hand, including the risks associated with individual tasks to be performed.

PROJECT DEADLINE TRACKING

Because of our participation in the recovery from over 75 presidentially declared disasters, we have developed and refined a comprehensive array of tracking tools. These tools enable the tracking of Project Worksheets from initial documentation through the closeout process. Our tools will allow the City to access to up-to-date status and project funding at any time.

Our tracking and reporting capabilities ensure adherence to all project deadlines and reporting requirements, timely generation of reports, and the filing of project-related time extension requests and amendments as needed. All project data is stored and

managed using a secure file-sharing platform that employs the latest measures to protect data both at rest and in motion, while providing remote access capabilities for multiple authorized personnel.

COMPLIANCE

We understand that the compliance phase is a critical component of any successful grant proposal. This phase involves ensuring that your project meets all the necessary legal and regulatory requirements, which can be a complex and time-consuming process. Our team has extensive experience navigating these regulations and ensuring compliance, and we will work closely with you to ensure that all of the necessary requirements are met. In addition, throughout the engagement, our team of subject matter experts will keep your team informed of cutting-edge state and federal guidance. We make a point to know what is happening at the state and federal levels, so we are ready to pivot when direction changes.

We understand the myriad compliance requirements governing state and federal grant funds. We believe that making compliance a standard daily practice is the best way to ensure overall regulatory compliance and foster an environment where transparent financial stewardship thrives. We know that compliance is not a stand-alone activity; it must be embedded throughout all program resources, materials, policies, and procedures.

THE IP ADVANTAGE

We are skilled at demystifying complex regulations and program requirements by distilling compliance to formulate user-friendly guides and quality control checklists.

Our system is intentionally configured to support quality control focused on preventative actions, bolstered by corrective actions. Preventative actions, like quality control checkpoints, mitigate the risk of costly mistakes and inefficiencies. Corrective actions, usually triggered by the results of preventative actions, pin-point the root cause of non-performance or deviation from established performance standards, then employ solutions to put the program back on track.

In addition to scheduled preventative checks, our team will lead a series of internal quality audits throughout the program. Audits will be scheduled to occur at regular periodic intervals, no less than quarterly. At the conclusion of each internal audit, our team will present you with a report which outlines:

- Deficiencies identified, if any
- Strengths recognized
- Recommendations for improvement or corrective action

THE IP ADVANTAGE

We rely on strong project management and open communication throughout the lifecycle of the grant program to deliver a compliant, efficient program that puts assistance in reach of those who need it fast.

FINAL INSPECTIONS, PROJECT CLOSEOUTS, & OIG AUDITS

A critical and often overlooked aspect of any federal grant program is the project closeout process. The purpose of closeout is to certify that all recovery work has been completed, appeals have been resolved, and all eligible costs have been reimbursed. Timely, thorough, and accurate documentation facilitates uniformity, expedites data entry, QA/QC, fund obligation, and eventual project closeout. Our closeout experience is second to none. This experience underscores the importance of highlighting project closeout from the beginning of the grant process. By keeping the end in mind, we can effectively plan the course to successful completion.

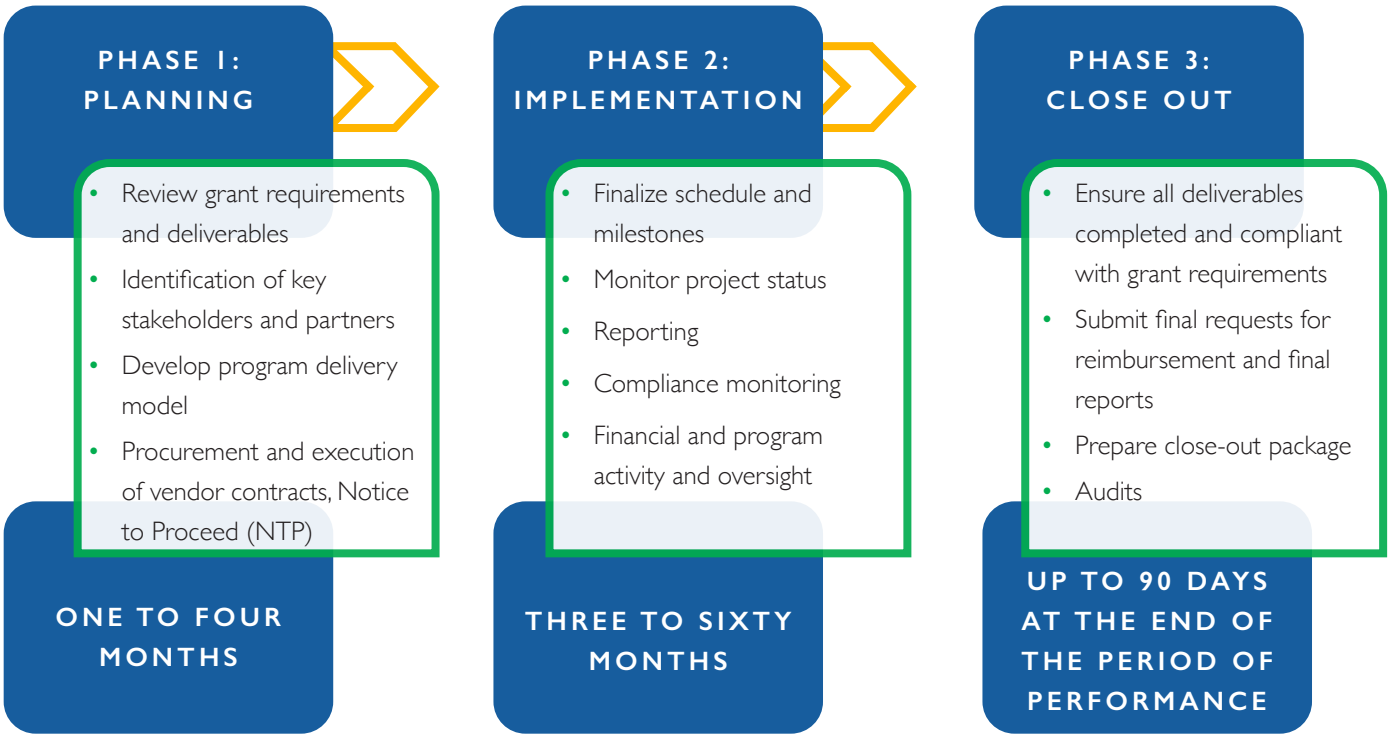
Our Project Manager and project staff will participate in and support final inspections and audits. The City will be subject to federal and non-federal audits, as is customary with all federal programs. Recipients or sub-recipients that expend $750,000 or more in federal funds during a fiscal year must perform a single program-specific audit. The Project Manager will ensure all required reports are prepared for the City to submit to the funding agency as required in the deliverables. Once the City has completed all projects, we will ensure that it has met the statutory and regulatory requirements governing the program. We will work to close out grants, project by project, until the process is complete.

Our project closeout goal focuses not only on compliance but also on promoting efficiency and effectiveness. Our aim is to work with the City to improve its overall financial reporting processes and ensure regulatory compliance to maximize reimbursement.

PROJECT APPROACH CONTINUED

PROJECT SCHEDULE

The graphic below summarizes the main phases of our project approach, based on our understanding of the project. It is important to note that the timeframe for each phase listed below is an estimate, depending on the client and project. Once we learn more about the City of Ormond Beach and your goals, we will be able to set a more definitive schedule. Therefore, we have not specified a set amount of time that each phase will take to complete, allowing the schedule to be flexible to accommodate the unique needs of each grant. The schedule allows for review and revision of draft deliverables throughout the process. Regular communication will ensure alignment and necessary input or approvals are sought at each stage.





SECTION 6

PROPOSAL PRICING

iParametrics

SECTION 6

PRICING

The iParametrics team values collaboration and transparency, especially regarding billing. We will only charge the City of Ormond Beach for the hours in which we perform services. Before starting the project, we will meet with City leadership to review and finalize the project timeline. If any adjustments are needed, we will notify the City and explain them in a transparent manner.

The pricing structure in the Hourly Rates table offers rates for staff time, any necessary travel costs will be charged at prevailing GSA rates. This ensures the City gets exactly what it needs, only when needed. The proposed positions provide a mix of experience, expertise, and training, allowing us to scale to meet any program requirements. We will work with the City to ensure our service costs remain within guidelines, making them reimbursable through your federal grant program and minimizing out-of-pocket expenses.

The iParametrics grant management team will use the AmpliFund grant management software to streamline the entire grant management process. This tool will enable us to effectively monitor the status and progress of each project program and financial deliverables, as well as generate accurate and up-to-date reports. These reports will be reviewed, analyzed, and shared with the city if requested. We will provide detailed invoices showing how our time is spent to ensure our expenses are cost-reasonable and compliant.

PROPOSED HOURLY RATES	
Project Executive	$191
Project Manager	$173
Grants Manager - Lead	$135
Grants Manager - Support	$115
Subject Matter Expert	$206
PA/Technical Specialist	$115

City of Ormond Beach

PROPOSAL PRICING – RFP 2024-32 – GRANT COMPLIANCE SERVICES

Proposer submits the following prices for the work described in this solicitation: Rates provided include all costs associated with the performance of the work, such as overhead and profits. Reimbursement for travel expenses will be made at actual cost and without markup.

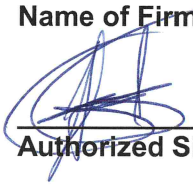
Position or Equivalent	Hourly Rate
1. Project Manager	$173.00
2. PA/Technical Specialist	$115.00
3. Subject Matter Expert	$206.00
4. Grant Manager (Support)	$115.00
5. Grant Manager (Team Lead)	$135.00
6. Project Executive	$191.00
7.	
8.	
9.	
10.	

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary):

Our firm charges only for hours actually worked, we provide detailed invoices down to the quarter hour indicating what time spent was allocated to. We have a detailed record and time keeping system as well as a complete understanding of allowable expenses with multiple levels of oversight.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments, hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

iParametrics, LLC
Name of Firm


Authorized Signature

Executive Vice President / General Manager
Title

July 05, 2024
Date Signed

6515 Shiloh Road, Suite 200
Address

Alpharetta, GA 30005
City, State, Zip Code

770.664.6636
Phone

jeff.stevens@iparametrics.com
E-mail



6515 Shiloh Road
Suite 200
Alpharetta, GA 30005
Phone: (770) 664-6636
Fax: (770) 664-6696
www.iParametrics.com

RFP Evaluation Summary

Project: Grant Compliance Services for FEMA HMGP/FMA Project

Recommendation of award highlighted

RFP Number: 2024-32

Date & Time: July 26, 2024 at 10:00 AM

	Firms															
	AC Disaster				Anser				iParametrics				Pegasus			
The RFP's were scored on the following criteria:	S.S.	S.M.	R.G.	Total	S.S.	S.M.	R.G.	Total	S.S.	S.M.	R.G.	Total	S.S.	S.M.	R.G.	Total
Experience w/ FEMA HMGP Grants - 20 points max	15	8	20	43	15	7	20	42	17	15	20	52	18	18	20	56
Experience w/ FEMA FMA Grants - 20 points max	15	5	20	40	14	7	20	41	16	5	20	41	18	16	20	54
Capacity to Provide Services - 15 points max	12	5	13	30	13	5	13	31	14	10	13	37	15	12	15	42
References - 15 points max	13	5	11	29	12	5	9	26	13	10	13	36	15	15	15	45
Cost for Services - 30 points max	28	25	28	81	27	20	26	73	26	15	24	65	27	20	30	77
Total	83	48	92	223	81	44	88	213	86	55	90	231	93	81	100	274
	Rank			3	Rank			4	Rank			2	Rank			1

Rob Hart
Purchasing Coordinator

Steven Spraker
Planning Director

Sarah Motes
Senior Planner

Robin Gawel
Senior Planner

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-183
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	Purchase Order to Volusia County per Joint Participation Agreement, Williamson Blvd Widening Project - Utility Relocation		
Summary:	On December 19, 2023, the City Commission approved Resolution 2023-214 which authorized the execution of a Joint Participation Agreement (JPA) with Volusia County, which stipulates the inclusion of the City's utility relocation in the County's Williamson Boulevard roadway improvement project. The Resolution also certified $247,500.00 from the Water & Wastewater Renewal and Replacement Fund (409) to fund the work. The amount certified for the City's portion of the project was based on the Engineer's estimated cost, as the project had not been put out to bid. On August 1, 2024, the County opened bids for the project, and on September 17th the County awarded a contract to P&S Paving, Inc. for $10,000,000.80. This bid was structured in four sections; the City of Ormond Beach is responsible for those costs associated with relocation of our Utilities (Bid Section 4 - $231,355.00) as well as one-half the cost associated with the utility interconnect between Ormond Beach and the City of Daytona Beach (Section 3, Part A - 50% of $531,480.00). The City's utility relocation portion of the project is $497,095.00		
Financial Impact:	Per the JPA, the City will issue a Purchase Order to the County in the amount of $497,095, and requests City Commission approval of an additional $249,595 from the Water and Wastewater Renewal & Replacement fund (409).		
Citizen Impact:	Utilization of this JPA ensures the installation of the utilities does not prolong the disruption of the traveling public. The new facilities will be		

	outside the asphalt, further ensuring that any future repairs do not impact the traveling public.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the purchase order consistent with the JPA for utility adjustments concerning Williamson Boulevard widening in the amount not to exceed $497,095.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-183 Add Funding Utility Relocate (P23-0236G) 2. Volusia County JPA - Williamson Blvd Utility Adjustment 3. P&S Paving bid-Volusia County Williamson Blvd Widening
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

RESOLUTION NO. 2024-183

A RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR THE CITY'S PORTION OF THE UTILITY RELOCATION PROJECT ALONG WILLIAMSON BLVD. UNDER A JOINT PROJECT AGREEMENT WITH COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2023-214 the City Commission authorized a Joint Project Agreement with the County of Volusia regarding utility relocation from Strickland Range Road to Hand Avenue and authorized funding in the amount of $247,500.00 (the estimated cost of the city's portion of the project), and

WHEREAS, the County recently award the bid for the project in the total amount of $10,000,000, the city's portion of which is $497,095.00, which was higher than anticipated, and

WHEREAS, the City Manager has certified that the money for the additional funding in the amount of $249,595.00 has been appropriated to the credit of the Water & Wastewater Renewal and Replacement Fund (409) 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 the additional funding of $249,595.00 for the project 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 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND THE CITY OF ORMOND BEACH FOR UTILITY ADJUSTMENTS CONCERNING WILLIAMSON BOULEVARD WIDENING

Project No. P-5805

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and the **City of Ormond Beach** (CITY), a municipal corporation of the State of Florida, for adjustments to the CITY's utility adjustments within the COUNTY's right-of-way and in collaboration with the COUNTY's road construction work on a portion of Williamson Boulevard (such collaboration is referred to as JOINT PROJECT). Each of the above individually may be referred to as Party, and collectively as Parties.

WITNESSETH:

WHEREAS, the COUNTY is constructing, reconstructing, improving or otherwise changing a portion of Williamson Boulevard from Strickland Range Road to Hand Avenue designated by the COUNTY as Project #5805 which is described hereafter as "COUNTY's Road Work"; and

WHEREAS, the CITY desires to make adjustments to utility adjustments within the right-of-way of the COUNTY's Road Work to include relocating an existing 16" water line which will include installation of approximately 770 LF of 16" water main, approximately 710 LF of 8" force main, and relocation of the CITY's and City of Daytona Beach's potable water interconnect vault and associated piping and controls, and removal of existing potable water appurtenances; and

WHEREAS, the CITY has prepared, at its expense, design drawings and specifications for above said utility work which is described hereafter as the "CITY's Utility Work"; and

WHEREAS, the CITY has furnished the COUNTY with a complete set of design drawings and specifications including a "summary of quantities" sheet covering all construction requirements of the CITY's Utility Work; and

WHEREAS, the COUNTY and the CITY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to enter into this AGREEMENT providing for construction of the COUNTY's Road Work and the CITY's Utility Work to be combined into one JOINT PROJECT administered by the COUNTY; and

WHEREAS, the CITY, by this AGREMENT, agrees to assume all costs incurred for the CITY's Utility Work; and

WHEREAS, the term "costs incurred for the CITY's Utility Work" shall include the entire amount to be paid by the CITY that is properly attributed to such utility work.

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties

and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. The above recitals are incorporated herein and form a material part of this Agreement.

B. MUTUAL COOPERATION

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of both the COUNTY's Road Work and the CITY's Utility Work within the limits of the COUNTY's Road Work as included in the CITY's and the COUNTY's design drawings and specifications. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

C. CITY RESPONSIBILITIES

1. BID DOCUMENTS

At its sole cost and expense, the CITY shall prepare and provide to the COUNTY all necessary plans, permits, and documents relating to the CITY's Utility work for inclusion of the CITY's Utility work in the bid documents for the COUNTY's Road Work. The CITY shall provide to the COUNTY all final and complete plans and documents relating to the CITY's Utility Work for inclusion in the COUNTY's bid documents.

Each Party shall be responsible for the accuracy and completeness of its own plans and documents.

2. UTILITY WORK PLANS

All of CITY's Utility Work on the JOINT PROJECT is to be done according to design drawings and specifications as prepared and approved by the CITY. The CITY will be responsible for verifying the accuracy of the information furnished by the CITY to the COUNTY and will also be responsible for any changes in the CITY's design drawings in the information as furnished by the CITY. The COUNTY will be responsible for the accuracy of the COUNTY's Road Work information supplied to the CITY for use in the drawings preparation. The construction contract will include the provision that the contractor's insurance requirements and warranties for the CITY's Utility Work will apply to both the COUNTY and CITY.

3. PLAN COORDINATION

The CITY agrees to coordinate its plans for the CITY's Utility Work with the

COUNTY's Road Work plans to avoid conflict or construction delays. The CITY shall work proactively with the COUNTY to eliminate any conflicts that may exist between the CITY's Utility work and the COUNTY's Road Work. The basis of survey and other survey information for the CITY's Utility Work shall be consistent with the COUNTY's Road Work plans.

4. CONFLICTS

The Parties expressly agree that the COUNTY's Road Work shall take priority over the CITY's Utility Work. The CITY's Utility Work shall be designed, located or relocated, as possible, to avoid conflict between CITY's Utility Work and the COUNTY's Road Work. Any conflicts between the existing or proposed facilities in the COUNTY's Road Work and the CITY's Utility Work shall be coordinated with the CITY and shall be adjusted or relocated to adequately accommodate the COUNTY's Road Work at the CITY's sole expense.

5. CITY REPRESENTATIVES

At its own expense, the CITY shall provide a knowledgeable representative to respond to any CITY's Utility Work related questions during the advertisement and bidding of the COUNTY'S Road Work. The CITY shall also provide a knowledgeable representative to attend and participate in any project meetings prior to and during the performance of the CITY'S Utility Work.

At its own expense, the CITY shall provide for the review and approval of shop drawings and any other submittals relating to the CITY's Utility Work during the construction of the COUNTY's Road Work. The review and approval of any shop drawings and submittals shall be performed in a timely manner and shall not delay the COUNTY's Road Work.

At its own expense, the CITY shall provide one on-site technician to observe the construction and assist in the coordination of testing of the CITY's Utility Work. At its own expense, the CITY shall provide for all testing required for the CITY's Utility Work, including but not limited to soil density and compaction testing. Field survey control, if required by the CITY for the CITY's Utility Work, shall be furnished to the CITY by the COUNTY.

During construction, the CITY's on-site technician shall furnish the County Engineer, or other duly appointed designee, with daily progress reports or diary records, approved quantities and amounts for weekly, monthly and final estimates. Any deficiencies noted in construction shall be immediately reported to the County Engineer, or other duly appointed designee, and the COUNTY shall maintain all necessary controls relative to the quality of construction. The CITY's on-site technician shall not communicate directly with the contractor's field representatives, but instead, shall communicate through the County Engineer, or other duly appointed designee.

D. COUNTY'S RESPONSIBILITIES

1. PROJECT SUPERVISION

The COUNTY shall provide overall supervision to assure the JOINT PROJECT is constructed in compliance with all approved drawings and specifications. The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section C.5.

2. ROAD WORK PLANS

The COUNTY has provided to the CITY one PDF copy and one AutoCAD format copy of the COUNTY's Road Work plans. If necessary, the CITY shall be responsible for the conversion of the COUNTY'S Road Work plans to any other format at its own expense.

E. PROJECT PROCESS

1. BID DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary bid documents for the COUNTY'S Road Work and the CITY's Utility Work. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the COUNTY's Road Work and the CITY's Utility Work. The plans, specifications and bid documents for the CITY's Utility Work shall be separately labeled as "CITY's Utility Work" for clarification. The COUNTY's contract documents will apply to both the COUNTY's Road Work and the CITY's Utility Work.

2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract concurrently for the combined CITY's Utility Work and the COUNTY's Road Work. The cost of such bidding process shall be at the sole expense of the COUNTY. The COUNTY will not award the JOINT PROJECT without prior review and acceptance by the CITY of the CITY's Utility Work portion of the bid and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its acceptance of the COUNTY's selection, in writing, within ten (10) days of receipt of notice, including the CITY's intent to exercise any options permitted by this paragraph. The notice to the CITY by the COUNTY shall include the amount of the CITY's Utility Work listed separately. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the combined COUNTY's Road Work and CITY's Utility Work; however, the COUNTY reserves the right to select and award the contract based on the lowest responsive and responsible bid for the COUNTY's Road Work or the CITY's Utility Work. Before the COUNTY considers awarding the contract to the lowest responsive and responsible bidder for the CITY's Utility Work, the CITY shall submit a formal written request to the COUNTY agreeing to pay any difference between the bid for the COUNTY's Road Work associated with the CITY's selection, and the lowest responsive and responsible bid for

the COUNTY's Road Work. The COUNTY will not award the JOINT PROJECT without receipt of a CITY purchase order within ten (10) days of the COUNTY notifying the CITY of the COUNTY's decision to award the contract.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the CITY's Utility Work which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor. The CITY shall notify the COUNTY of any subcontractor deemed unacceptable due to cause within the same ten (10) day review period noted above.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the combined COUNTY's Road Work and CITY's Utility Work, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

If any adjustments, relocations, repair and incidentals are required to be made to the CITY's Utility Work resulting from this JOINT PROJECT, not included in this Agreement, they shall be the sole responsibility and expense of the CITY and must be accomplished in written form with a description of the changed work and a sketch in a form acceptable to the COUNTY. The COUNTY shall review the change order documents only for their effect on COUNTY's Road Work and the overall cost of the contract. An authorized CITY representative shall review and approve by signing all change order documents relating to the CITY's Utility Work prior to the COUNTY's approval. The CITY shall amend its purchase order to reflect any approved change orders. All such work shall be coordinated with the construction of the COUNTY's Road Work and in a manner that will not cause inordinate delay or expense to the road contractor. If any changes are required to be made to the COUNTY's Road Work that impacts the CITY's Utility Work resulting from this JOINT PROJECT, not included in this Agreement, the CITY shall be given prompt notice and the opportunity to evaluate the changes and provide input, including the method used to measure the additional amount to be paid by the CITY, prior to the COUNTY's approval of the changes with the goal of minimizing the impacts to the CITY's Utility Work.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the

satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract for CITY'S Utility Work, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final. However, the County Engineer's exercise of such decision-making authority will not authorize the Engineer to waive the requirement in Section C.2., above, that all of the CITY's Utility Work must be done in accordance with the CITY's design drawings and specifications. The County Engineer's authority is subject to the CITY's right to select the method of compensation for change orders consistent with the construction contract for the JOINT PROJECT.

The salvage value of any materials related to the CITY's Utility Work and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's utility facilities involved, according to the COUNTY's terms of the standard use permit required by the COUNTY's ordinance for occupancy of public rights-of-way. The CITY agrees that it shall:

(a) Maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities within the right-of-way of the COUNTY road; and

(b) Comply with all provisions of law and the COUNTY's manual with amendments and specifications for traffic control routing and parking; and

(c) Conform with all other regulations of the COUNTY pertaining to occupancy of public rights-of-way.

F. CITY FUNDING

The CITY warrants that sufficient funds to cover the CITY's Utility Work will be encumbered in an account upon receipt of the lowest responsive and responsible bid, and said funds shall be available exclusively for prompt payment of the costs of the CITY's Utility Work, including any administrative, change order or contingency costs identified by the COUNTY. The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's Utility Work prior to the award of a contract for the JOINT PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the CITY's Utility Work to the CITY monthly as the CITY's Utility Work is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: City of Ormond Beach, Alex

Schumann, P.E., 22 South Beach Street, Suite 104, Ormond Beach, FL 32174.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the CITY's Utility Work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the JOINT PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

G. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

H. MISCELLANEOUS

1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the COUNTY's Road Work and CITY's Utility Work as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY:
VOLUSIA COUNTY
ATTN: GEORGE RECKTENWALD
COUNTY MANAGER
123 WEST INDIANA AVENUE
DELAND, FL 32720

COPY TO:
TADD KASBEER, P.E.
COUNTY ENGINEER
123 WEST INDIANA AVENUE
DELAND, FL 32720

TO CITY:
CITY OF ORMOND BEACH
ATTN: JOYCE SHANAHAN
22 S. BEACH STREET
ORMOND BEACH, FL 32174

COPY TO:
CITY OF ORMOND BEACH
ATTN: SHAWN FINLEY, P.E.
PUBLIC WORKS DIRECTOR
22 SOUTH BEACH STREET
ORMOND BEACH, FL 32174

6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the COUNTY's Road Work.

7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY.

8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

JOYCE SHANAHAN
CITY MANAGER

CITY OF ORMOND BEACH, FLORIDA

BY: Bill Partington
BILL PARTINGTON
MAYOR

DATE: 12-19-23

Approved as to form
and correctness:

RANDY HAYES
CITY ATTORNEY

ATTEST:

GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE: 05/21/2024

SEAL

Approved as to form
and correctness:

THOMAS R. (RUSS) BROWN, III
SR. ASSISTANT COUNTY ATTORNEY

BID DOCUMENTS

BIDDERS ARE TO USE THE DOCUMENTS PREPARED FOR THIS BID ONLY

BID CHECKLIST: BIDS SHALL INCLUDE THE FOLLOWING (RESPONSIVE):

- ☑ Signed, dated, and completed bid proposal.
- ☐ Delegation of authority if not an officer or principal of the firm.
- ☑ Bid Form.
- ☑ Completed Officers and Significant Stakeholders.
- ☐ Bid Bond (*use form provided*), Power of Attorney & Financial Statement of Surety.
- ☑ Experience/Completed projects.
- ☑ Conflict of Interest.
- ☑ Compliance with the Public Records Law.
- ☑ Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions by Prime Contractor.
- ☑ Trench Safety Act Compliance.
- ☑ Drug-Free Workplace.
- ☐ Hold Harmless (*if applicable*). N/A
- ☑ Completed and signed W9.
- ☐ Signed and dated addenda, (*if issued*).
- ☐ If you have a physical location in Volusia, Seminole, Orange, Osceola or Lake County, submit:
  - ✓ Current Business Tax Receipt, or
  - __ Proof of Exemption Form
- ☑ Certification Regarding Prohibition Against Contracting with Scrutinized Companies ***(Failure to submit a completed form MAY result in a non-responsive bid)***.
- ☑ Completed Prime Contractor and Sub-Contractor Excel Form ***(Failure to submit the completed Excel form SHALL result in a non-responsive bid).***
- N/A ☐ **Permits obtained by County:** SJRWMD, FDOT.
- N/A ☐ **Permits obtained by Contractor:** FDEP and Fish & Wildlife.
- ☑ **Contractor's license**: General Contractor and FDOT Prequalified in the following work class:
  - o 10. Flexible Paving
- ☑ **Proof of Insurance**: Letter from insurance company or an ACORD form.

NOTE: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion by All Sub-Contractors form is required with the submission of the bid documents from all Sub-Contractors.

FAILURE TO SUBMIT THE ABOVE INFORMATION MAY RESULT IN A NON-RESPONSIVE BID; AND THEREFORE, WILL NOT BE CONSIDERED FOR AWARD

IMPORTANT NOTICE TO BIDDER:

- The successful Bidder **shall** be required to submit an ACORD Form with the required insurance specified for the project upon a Recommendation of Award.
- Bid and the Performance and Payment Bond documents cannot be changed or altered after the Bid is submitted.
- Bidder is to only use the forms provided in this Bid document.
- Bid bond cannot be changed or altered and shall be provided on the forms included in this Bid document. Additionally, if the bonds do not meet the required ratings listed in the Bid documents (Best's Financial Strength's Rating of "A" and the Financial Category of "Class X"), they will be rejected. New bonds meeting the requirements shall be resubmitted within five (5) days.

SCRUTINIZED COMPANIES-FL STATUTE SECTION 287.135 AND 215.473:

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor mu
st submit the certification form (Included with required bid documents). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

BID PROPOSAL

Submitted July 31, 2024

Curtis Long
Name
P & S Paving, Inc.
Firm
3701 Olson Drive
Address
Daytona Beach, FL 32124
City, State, Zip Code

County of Volusia, Florida
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608

Subject: **WILLIAMSON BOULEVARD WIDENING (FROM STRICKLAND RANGE ROAD TO HAND AVENUE)**

Dear Sir or Madam:

The undersigned, as bidder, hereby declares that the only person(s) interested in the project, as principal(s), is/are named herein and that no other person(s) other than herein mentioned has/have any interest in this project. Furthermore, that this bid is submitted without connection or arrangement with any other person (s), company (ies), or parties making a bid, and that the bid is in all respects fair and made in good faith without collusion or fraud.

The bidder further declares that it has examined the site of the work and that from his/her knowledge and experience, and/or that it has made sufficient test and/or other subsurface investigations to fully satisfy himself/herself that such site is correct and suitable for this work and it assumes full responsibility, and therefore, it has examined the drawings and specifications for the work and acknowledge from his/her experience, and/or from professional advice, that the drawings and specifications are sufficient for the work to be done, and also declaring it has examined the other contractual documents relating thereto, including the legal advertisement for bids, instructions to bidders, bid security or bid bond, contract, separate performance and payment bonds, general and special conditions, technical specifications, drawings and has read all addenda prior to the opening of bids, and that it has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this project pertains.

The bidder proposes and agrees, if this bid is accepted, to contract with the County of Volusia, Florida in the form of the contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the contract documents, and called for by the plans/drawings and specifications and in the manner specified. The bidder

further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the contract.

The bidder further agrees that the deductions for liquidated damages, as stated in the contract documents, constitute fixed, agreed, and liquidated damages to reimburse the County for additional costs to the County resulting from the work not being completed within the time limit stated in the contract documents.

The bidder further agrees to execute a contract and, if required, furnish satisfactory separate one-hundred percent (100%) performance and payment bonds therefore, within ten (10) consecutive days after written notice being given by the County of the award of the contract, and the undersigned agrees that in case of failure on its part to execute the said contract and the contract bonds within the ten (10) consecutive days after the award of the contract, the cashier's check or bid bond accompanying its bid and the money payable thereon shall be paid to the County of Volusia, Florida as liquidation of damages sustained by the County; otherwise the check accompanying the bid shall be returned to the undersigned after the contract is signed and contract bonds are recorded.

The undersigned agrees to accept in full compensation therefore the total lump sum prices and/or extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the technical specifications.

The undersigned is duly authorized to execute this proposal/offer document and any contract (s) and/or other transactions required by award of this solicitation, and acknowledge that the information provided in this bid is accurate and true.

Sincerely,



Corporate or Authorized Signature

Curtis Long

Print Name

Vice President

Title

BID FORM

County of Volusia, Florida
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608

The undersigned hereby declare that P & S Paving, Inc. has examined the plans and specifications with related documents and the site of the proposed work and, being familiar with all the conditions surrounding the construction of:

WILLIAMSON BOULEVARD WIDENING
(FROM STRICKLAND RANGE ROAD TO HAND AVENUE)

Further declare P & S Paving, Inc. will furnish all permits, if required, supervision, labor, materials, supplies and equipment to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. The price is to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Pricing shall be completed via Excel spreadsheet

Performance and Payment Bonds are required for this project.

A 5% Bid Bond is required and executed on the bond form provided in this bid package.

The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Contract term or up to and including three (3) years following the County's annual audit.

The County reserves the right to reject any or all bid proposals, to waive informalities, and to accept all or any part of any bid proposal as may deemed to be in the best interest of the County.

The County reserves the right to award based on the total bid price or a combination of total bid price and alternate bid price.

It is incumbent upon each bidder to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, through the Procurement Analyst. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the **only** official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this bid, notice may be obtained by accessing our web site. **The bidder in the Bid Submittal form must acknowledge receipts of amendments by signing, dating, and returning**

SECTION 1: ROADWAY & DRAINAGE - MAIN BID						
PAY ITEM		**DESCRIPTION**	**UNIT**	**QUANT**	**UNIT PRICE**	**TOTAL**
101-1		MOBILIZATION	LS	1	$970,000.00	$970,000.00
102- 1		MAINTENANCE OF TRAFFIC	LS	1	$90,283.00	$90,283.00
104-10-3		SEDIMENT BARRIER	LF	11,240	$1.70	$19,108.00
104-11		FLOATING TURBIDITY BARRIER	LF	339	$12.00	$4,068.00
110-1-1		CLEARING AND GRUBBING	AC	16.77	$25,000.00	$419,250.00
120-1		REGULAR EXCAVATION	CY	6,500	$27.50	$178,750.00
120-6		EMBANKMENT	CY	30,585	$14.00	$428,190.00
160-4		TYPE B STABILIZATION (12")	SY	49,926	$5.00	$249,630.00
285-7-09		OPTIONAL BASE, GROUP 9	SY	44,202	$25.00	$1,105,050.00
327-70-1		MILLING EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)	SY	973	$10.00	$9,730.00
334-1-53		SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (PG76-22) (TYPE SP 12.5)(2")	TN	5,304	$155.00	$822,120.00
337-7-82		ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC -9-5 (PG76-22)	TN	2,471	$154.00	$380,534.00
425-1-211		INLETS, CURB, TYPE 10,<10'	EA	4	$5,800.00	$23,200.00
425-1-351		INLETS, CURB, TYPE P-5,<10'	EA	27	$8,800.00	$237,600.00
425-1-352		INLETS, CURB, TYPE P-5,>10'	EA	2	$11,200.00	$22,400.00
425-1-361		INLETS, CURB, TYPE P- 6, <10'	EA	11	$10,000.00	$110,000.00
425-1-451		INLETS, CURB, TYPE J-5, <10'	EA	14	$8,400.00	$117,600.00
425-1-452		INLETS, CURB, TYPE J-5 ,>10'	EA	4	$11,750.00	$47,000.00
425-1-461		INLETS, CURB, TYPE J-6, <10'	EA	2	$7,800.00	$15,600.00
425-1-462		INLETS, CURB, TYPE J-6, >10'	EA	1	$10,600.00	$10,600.00
425-1-551		INLETS, DITCH BOTTOM, TYPE E, <10'	EA	9	$7,000.00	$63,000.00
425-1-553		INLETS, DITCH BOTTOM, TYPE E, J BOT, <10'	EA	3	$11,600.00	$34,800.00
425-2-61		MANHOLES, P-8, <10'	EA	1	$6,000.00	$6,000.00
425-11		MODIFY EXISTING DRAINAGE STRUCTURE	EA	7	$3,550.00	$24,850.00
430-175-118		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, (18")(S/CD)	LF	2,861	$84.00	$240,324.00
430-175-124		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, (24")(S/CD)	LF	1,008	$117.00	$117,936.00
430-175-130		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, (30")(S/CD)	LF	2,508	$152.00	$381,216.00
430-175-136		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, (36")(S/CD)	LF	1,006	$173.00	$174,038.00
430-175-142		PIPE CULVERT, OPTIONAL MATERIAL ROUND, (42")(S/CD)	LF	1,864	$314.00	$585,296.00
430-175-236		PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIPTICAL/ ARCH, 36" S/CD	LF	105	$377.00	$39,585.00
430-982-638		MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 36", CD	EA	2	$16,000.00	$32,000.00
430-984-129		MITERED END SECTION, OPTIONAL MATERIAL, ROUND, 24", SD	EA	2	$4,000.00	$8,000.00
430-984-138		MITERED END SECTION, OPTIONAL MATERIAL, ROUND, 36", SD	EA	1	$15,100.00	$15,100.00
430-984-140		MITERED END SECTION, OPTIONAL MATERIAL, ROUND, 42", SD	EA	8	$16,000.00	$128,000.00
520-1-7		CONCRETE CURB & GUTTER, TYPE E	LF	10,530	$23.50	$247,455.00

PAY ITEM		DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL
520-1-10		CONCRETE CURB & GUTTER, TYPE F	LF	10,994	$23.00	$252,862.00
522-1		CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	932	$49.00	$45,668.00
522-2		CONCRETE, SIDEWALK & DRIVEWAYS, 6" THICK	SY	173	$354.00	$61,242.00
527-2		ADA DETECTABLE WARNING MATS	SF	192	$30.00	$5,760.00
570-1-2		PERFORMANCE TURF, SOD	SY	34,152	$4.90	$167,344.80
630-2-11		CONDUIT, F&I, OPEN TRENCH	LF	616	$34.25	$21,098.00
630-2-12		CONDUIT, F&I, DIRECTIONAL BORE	LF	200	$37.00	$7,400.00
630-2-14		CONDUIT, F&I, ABOVEGROUND	LF	120	$50.00	$6,000.00
632-7-1		SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, F&I	PI	1	$13,500.00	$13,500.00
632-7-2		SIGNAL CABLE-REPAI/REPLACE/OTHER, F&I	LF	180	$15.00	$2,700.00
632-7-6		SIGNAL CABLE, REMOVE-INTERSECTION	PI	1	$2,450.00	$2,450.00
633-1-113		FIBER OPTIC CABLE, F&I, OVERHEAD, 49-96 FIBERS	LF	6,212	$4.60	$28,575.20
633-1-121		FIBER OPTIC CABLE, F&I, UNDERGROUND, 2-12 FIBERS	LF	688	$3.50	$2,408.00
633-1-122		FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	LF	110	$4.15	$456.50
633-1-123		FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	1,140	$4.25	$4,845.00
633-1-420		FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	55	$4.25	$233.75
633-1-620		FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	1,809	$2.35	$4,251.15
633-2-31		FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	36	$56.00	$2,016.00
633-3-11		FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	3	$1,800.00	$5,400.00
633-3-12		FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	5	$102.00	$510.00
633-3-15		FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	3	$2,050.00	$6,150.00
635-2-11		PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	30	$2,300.00	$69,000.00
635-2-12		PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	3	$3,100.00	$9,300.00
635-2-13		PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	2	$6,000.00	$12,000.00
635-3-11		JUNCTION BOX, FURNISH & INSTALL, AERIAL	EA	1	$1,000.00	$1,000.00
639-2-1		ELECTRICAL SERVICE WIRE, F&I	LF	785	$10.75	$8,438.75
639-2-6		ELECTRICAL SERVICE WIRE, REMOVE	LF	651	$0.95	$618.45
646-1-11		ALUMINUM SIGNALS POLE, PEDESTAL	EA	9	$3,800.00	$34,200.00
646-1-40		ALUMINUM SIGNALS POLE, RELOCATE	EA	1	$1,725.00	$1,725.00
646-1-60		ALUMINUM SIGNALS POLE, REMOVE	EA	3	$725.00	$2,175.00
649-21-10		STEEL MAST ARM ASEMBLY, FURNISH AND INSTALL, SINGLE ARM 60"	AS	2	$82,000.00	$164,000.00
649-26-5		STEEL CCTV POLE, REMOVE POLE-COMPLETE/ DEEP FOUNDATION REMOVAL, BOLT ON ATTACHMENT	EA	2	$11,700.00	$23,400.00
650-1-34		VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 3 SECTION, 1 WAY	AS	2	$1,575.00	$3,150.00
650-1-39		VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 5 SECTION CLUSTER, 1 WAY	AS	2	$2,500.00	$5,000.00
650-1-70		VEHICULAR TRAFFIC SIGNAL, RELOCATE - INCLUDES REMOVAL AND REINSTALLATION	AS	2	$1,175.00	$2,350.00

PAY ITEM		DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL
650-2-109		VEHICULAR SIGNAL AUXILIARIES, REPAIR/REPLACE/RETROFIT - FURNISH & INSTALL, BACKPLATE - FLEXIBLE REQUIRED	EA	4	$975.00	$3,900.00
653-1-11		PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 1 WAY	AS	10	$1,200.00	$12,000.00
660-4-41		VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA	2	$3,100.00	$6,200.00
660-4-42		VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	2	$2,700.00	$5,400.00
663-1-400		SIGNAL PRIORITY & PREEMPTION SYSTEM, RELOCATE	EA	1	$2,400.00	$2,400.00
665-1-11		PEDESTRIAN DETECTOR, F&I, STANDARD	EA	9	$435.00	$3,915.00
670-5-111		TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS	2	$53,000.00	$106,000.00
670-5-600		TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	2	$3,150.00	$6,300.00
682-1-500		ITS CCTV CAMERA, ADJUST/MODIFY	EA	1	$1,975.00	$1,975.00
684-1-1		MANAGED FIELD ETHERNET SWITCH, F&I	EA	3	$5,600.00	$16,800.00
685-1-12		UNINTERRUPTIBLE POWER SUPPLY, F&I, ONLINE/DOUBLE CONVERSION	EA	2	$12,000.00	$24,000.00
685-2-1		REMOTE POWER MANAGEMENT UNIT - RPMU, F&I	EA	2	$1,000.00	$2,000.00
700-1-11		SINGLE POST SIGN, F&I,(<12 SF)	EA	32	$450.00	$14,400.00
700-1-12		SINGLE POST SIGN, F&I,(12-20 SF)	EA	8	$2,350.00	$18,800.00
700-1-60		SINGLE POST SIGN (REMOVE)	EA	24	$53.00	$1,272.00
700-5-50		INTERNALLY ILLUMINATED SIGN, RELOCATE	EA	2	$2,400.00	$4,800.00
706-1-3		RAISED PAVEMENT MARKER, TYPE B	EA	506	$6.35	$3,213.10
711-11-123		THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	1,212	$6.35	$7,696.20
711-11-125		THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	936	$9.00	$8,424.00
711-11-141		THERMOPLASTIC, STD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 EXTENSION, 6"	GM	0.20	$2,900.00	$580.00
711-11-160		THERMOPLASTIC, STD, WHITE, MESSAGE/SYMBOL	EA	1	$250.00	$250.00
711-11-170		THERMOPLASTIC, STD, WHITE, ARROW	EA	39	$83.00	$3,237.00
711-11-241		THERMOPLASTIC, STD, YELLOW, 2-4 DOTTED GUIDLINE/ 6-10 EXTENSION, 6"	GM	0.05	$2,800.00	$140.00
711-16-101		THERMOPLASTIC, STD, WHITE, SOLID, 6"	GM	2.38	$6,500.00	$15,470.00
711-16-131		THERMOPLASTIC, STD, WHITE, SKIP, 10-30, 6"	GM	2.06	$2,775.00	$5,716.50
711-16-201		THERMOPLASTIC, STD, YELLOW, SOLID, 6"	GM	2.19	$6,500.00	$14,235.00
711-17-1		THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	10,978	$2.35	$25,798.30
715-5-31		LUMINAIRE & BRACKET ARM- ALUMINUM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	2	$2,950.00	$5,900.00
999-1		PAVEMENT RESTORATION	LS	1	$60,000.00	$60,000.00
TOTAL						**$8,716,362.70**

SECTION 2: ROADWAY & DRAINAGE - ADD BID

PAY ITEM		DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL
120-6		EMBANKMENT	CY	690	29.00	20,010.00
160-4		TYPE B STABILIZATION (12")	SY	149	28.50	4,246.50

PAY ITEM		DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL
285-7-09		OPTIONAL BASE, GROUP 9	SY	145	41.00	5,945.00
334-1-53		SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (PG76-22) (TYPE SP 12.5)(2")	TN	12	749.00	8,988.00
337-7-82		ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC -9-5 (PG76-22)	TN	10	899.00	8,990.00
430-175-142		PIPE CULVERT, OPTIONAL MATERIAL ROUND, (42")(S/CD)	LF	64	315.00	20,160.00
430-984-140		MITERED END SECTION, OPTIONAL MATERIAL, ROUND, 42", SD	EA	2	16,000.00	32,000.00
520-1-10		CONCRETE CURB & GUTTER, TYPE F	LF	186	22.00	4,092.00
522-1		CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	68	56.00	3,808.00
527-2		ADA DETECTABLE WARNING MATS	SF	24	30.00	720.00
711-11-123		THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	40	6.35	254.00
711-11-125		THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	18	9.00	162.00
711-11-170		THERMOPLASTIC, STD, WHITE, ARROW	EA	40	82.00	3,280.00
711-16-101		THERMOPLASTIC, STD, WHITE, SOLID, 6"	GM	0.01	6,500.00	65.00
TOTAL						**$112,720.50**

SECTION 3: CITY OF DAYTONA BEACH UTILITY RELOCATION

PAY ITEM		DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL
PART A		**WILLIAMSON BLVD. CITY OF DAYTONA BEACH AND CITY OF ORMOND BEACH WATER INTERCONNECT**				
A1		MOBILIZATION (FDOT ITEM #101-1) (ALLOWANCE	LS	1	35,000.00	35,000.00
A2		CLEARING & GRUBBING (FDOT # 110-1-A)	AC	1.0	11,500.00	11,500.00
A3		6" DUCTILE IRON PIPE- PC 350, CEMENT LINED W/ RESTRAINED JOINTS	LF	20	105.00	2,100.00
A4		16" DUCTILE IRON PIPE- PC 350, CEMENT LINED W/ RESTRAINED JOINTS	LF	50	230.00	11,500.00
A5		16" DIP(CLASS 350)(CEMENT LINED) (FL X FL)	LF	60	685.00	41,100.00
A6		16" ADJUSTABLE PIPE SUPPORTS (RELATED TO THE VAULT)	LF	4	3,650.00	14,600.00
A7		16" RESTRAINED FLANGE ADAPTERS	EA	2	4,700.00	9,400.00
A8		6" MJ GATE VALVE/BOX	EA	2	4,000.00	8,000.00
A9		16" MJ GATE VALVE/BOX	EA	4	14,000.00	56,000.00
A10		16" FLGD. SWING CHECK VALVE (MUELLER 8001 SERIES) W/ LEVER AND WEIGHT	EA	2	25,500.00	51,000.00
A11		16" MJ L/P SLEEVE W/ MEGALUGS	EA	2	4,200.00	8,400.00
A12		16" x 16" MJ TEE W/ MEGALUGS	EA	4	3,225.00	12,900.00
A13		16" x 6" MJ REDUCER W/ MEGALUGS	EA	2	2,400.00	4,800.00
A14		FIRE HYDRANTS W/ RESTRAINTS	EA	2	11,200.00	22,400.00
A15		PRECAST 13' X 9' VAULT WITH HATCHES AND PIPE SUPPORTS	LS	1	66,500.00	66,500.00
A16		16" DIA. ULTRA MAG FLOW METER W/ PROCOMM CONVERTER- FLANGED	EA	2	19,500.00	39,000.00
A17		PRESSURE GAUGE AND ASSEMBLY	EA	2	3,450.00	6,900.00
A18		ELECTRICAL RACK ASSEMBLY	LS	1	82,000.00	82,000.00

PAY ITEM		DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL
A19		18"X18"X4" SUMP PUMP ASSEMBLY W/ DRYWELL	LS	1	13,700.00	13,700.00
A20		CONNECT TO EXISTING PIPE- 16"	EA	2	5,700.00	11,400.00
A21		SURVEY, LAYOUT AND AS-BUILTS	LS	1	11,600.00	11,600.00
A22		FLUSHING, TESTING AND CLEARANCE	LS	1	5,800.00	5,800.00
A23		6" THICK CONCRETE DRIVEWAY	SY	28	210.00	5,880.00
		SUBTOTAL- PART A (BID ITEMS A1 thru A23)				**531,480.00**
PART B		**WILLIAMSON BLVD. WATER MAIN REPLACEMENT (CITY OF DAYTONA BEACH)**				
B1		8" PVC (C-900 DR-18) (BLUE PIPE) (WITH RESTRAINED JOINTS)(FI)	LF	54	80.00	4,320.00
B2		12" DIP CLASS 350 (CEMENT LINED)(WITH RESTRAINED JOINTS)(FI)	LF	36	162.00	5,832.00
B3		16" DUCTILE IRON PIPE- PC 350, CEMENT LINED W/ RESTRAINED JOINTS	LF	72	205.00	14,760.00
B4		16" PVC (C-900 DR-18) (BLUE PIPE) (WITH RESTRAINED JOINTS)(FI)	LF	558	139.00	77,562.00
B5		8" MJ GATE VALVE/BOX	EA	2	5,000.00	10,000.00
B5A		16" MJ GATE VALVE/BOX	EA	2	13,900.00	27,800.00
B6		8" 45-DEGREE BENDS MJ (DIP)(FI)	EA	2	1,080.00	2,160.00
B7		8" SLEEVE MJ (DIP)(FI)	EA	2	1,750.00	3,500.00
B8		8" ELBOW MJ (DIP)(FI)	EA	1	1,750.00	1,750.00
B9		12" 45-DEGREE BENDS MJ (DIP)(FI)	EA	4	1,550.00	6,200.00
B10		12" 90-DEGREE BENDS MJ (DIP)(FI)	EA	1	2,200.00	2,200.00
B11		12" SLEEVE MJ (DIP)(FI)	EA	1	2,050.00	2,050.00
B12		16" x 16" MJ 45 BEND W/ MEGALUGS	EA	12	2,800.00	33,600.00
B13		16" MJ L/P SLEEVE W/ MEGALUGS	EA	2	2,900.00	5,800.00
B14		16" x 8" MJ TEE W/ MEGALUGS	EA	2	3,600.00	7,200.00
B15		8" CONNECT TO EXISTING PIPE	EA	2	14,900.00	29,800.00
B15A		12" CONNECT TO EXISTING PIPE	EA	1	28,400.00	28,400.00
B16		16" CONNECT TO EXISTING PIPE	EA	2	26,500.00	53,000.00
B17		CONCRETE SUPPORT CRADLES (F&I)	EA	4	6,300.00	25,200.00
B18		GROUT FILL EXISTING 16" DIP WATER MAIN (FI)	LF	620	20.50	12,710.00
B19		SURVEY, LAYOUT AND AS-BUILTS	LS	1	19,600.00	19,600.00
B20		FLUSHING, TESTING AND CLEARANCE	LS	1	6,900.00	6,900.00
B-21		SODDING (FDOT ITEM #575-1)	SY	2,412	4.55	10,974.60
B-22		4" THICK CONCRETE SIDEWALK	SY	381	44.00	16,764.00
		SUBTOTAL- PART B (BID ITEMS B1 thru B-22)				**408,082.60**
TOTAL						**$939,562.60**

PAY ITEM		DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL

SECTION 4: CITY OF ORMOND BEACH

PAY ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1		GROUT FILL/ABANDON IN PLACE	CY	65	$345.00	$22,425.00
2		DI FITTINGS	TN	1.5	$5,700.00	$8,550.00
3		REMOVE AND REPLACE 6" PVC FORCEMAIN	LF	125	$69.00	$8,625.00
4		REMOVE AND REPLACE 8" PVC FORCEMAIN	LF	725	$80.00	$58,000.00
5		REMOVE AND REPLACE 10" PVC POTABLE WATER MAIN	LF	135	$91.00	$12,285.00
6		REMOVE AND REPLACE 16" PVC POTABLE WATER MAIN	LF	810	$117.00	$94,770.00
7		8" GV SEWER	EA	2	$4,200.00	$8,400.00
8		10" GV POTABLE	EA	1	$6,300.00	$6,300.00
9		FIRE HYDRANT ASSEMBLY	EA	1	$12,000.00	$12,000.00
TOTAL						**$231,355.00**

The basis of award will be one of the following options: Roadway only; Roadway, plus Alternate; Roadway, plus Alternate, plus CoDB; Roadway, plus Alternate, plus CoOB; Roadway, plus Alternate, plus CoDB, plus CoOB; Roadway, plus CoDB; Roadway, plus CoOB; or Roadway, plus CoDB, plus CoOB.

the Addenda with the proposal. Each bidder should ensure that all addenda and amendments to this Bid have been received BEFORE submitting the bid. Check the Volusia County web site at http://vcservices.vcgov.org/bidlistnet1 for any addenda.

Business Address: 3701 Olson Drive

City: Daytona Beach State: FL Zip: 32124

Phone: (386) 258-7911 Fax: (386) 258-9313 E-mail: wcombs@pandspavinginc.com

License number (if applicable): CGC 1529608 Number of Years in Business: 31

DUNS#: 80 345 0667 (if available) Fed I.D. #: 59-3155035

END OF BID FORM

OFFICERS AND SIGNIFICANT STAKEHOLDERS

Failure to list all officers and significant stakeholders of the business may prevent the proposal/offer from being considered for award.

President's Name: Tim Phillips

Address: 3701 Olson Drive Daytona Beach, FL 32124

Phone Number: 386-258-7911

E-mail address: TimPhillips@pandspavinginc.com

Vice President's Name: Curtis long

Phone Number: 386-258-7911

Address: 3701 Olson Drive

E-mail address: clong@pandspavinginc.com

Secretary's Name: Diana L. West

Address: 3701 Olson Drive Daytona Beach, FL 32124

Treasurer's Name: Tim Phillips

Address: 3701 Olson Drive Daytona Beach, FL 32124

Project Manager's Name: Wallace Combs

Address: 3701 Olson Drive Daytona Beach, FL 32124

Phone Number: 386-258-7911

Cell Number:

E-mail address: wcombs@pandspavinginc.com

Superintendent's Name: JD Dunlap

Address: 3701 Olson Drive Daytona Beach, FL 32124

Phone Number: 386-258-7911

Cell Number:

E-mail address: JD@pandspavinginc.com

BID BOND

STATE OF FLORIDA)
COUNTY OF VOLUSIA) ss

Bond no.: n/a

KNOW ALL MEN BY THESE PRESENTS that P&S Paving, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3701 Olson Drive Daytona Beach, FL 32124, Tel.: 386-258-7911, (hereinafter called "PRINCIPAL"), and Western Surety Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 151 N. Franklin Street Chicago, IL 60606, Tel.: 877-672-6115 (hereinafter called "SURETY"), are held and firmly bound unto the County of Volusia, Florida, as COUNTY, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720, Tel.: 386-736-5963, (hereinafter called "OBLIGEE"), in the penal sum of Five Percent of the amount bid dollars and (-------)/100 ($------5%-------), lawful money of the United States, for the payment of which sum will and truly to be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated June 27, 20 24, for:

C1932; 24-B-22SR
WILLIAMSON BOULEVARD WIDENING
(FROM STRICKLAND RANGE ROAD TO HAND AVENUE)

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same or the date of this bond, whichever occurs later, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the County in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the County the difference between the amount specified in said bid and the amount for which the County may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 4th day of June, A.D. 20 24, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

[Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company)].

PRINCIPAL: P&S Paving, Inc.

Signature

Curtis Long, Vice President
Corporate Officer & Title

ATTEST:

Diana L. West
Signature

Diana L. West
Corporate Secretary *(Affix Corporate Seal)*

WITNESSES:

SURETY: Western Surety Company

Attorney-in-Fact (signature)

Tyler D DeBord Attorney In Fact
Name & Title

Tyler D DeBord
Name of Local Resident Agent

Daytona Beach, Florida 32114
City, State, Zip

386-239-5703
Telephone:

A.M. Best No.: 000974 *NAIC No. :* 13188

ATTEST:

n/a
Signature

n/a
Corporate Secretary *(Affix Corporate Seal)*

WITNESS:

Margie Hall

STATE OF Florida

COUNTY OF Volusia

Before me this day personally appeared Tyler D DeBord *(affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the* Western Surety Company *(corporate surety) and that this person has been authorized by* Western Surety Company *(corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the County of Volusia, Florida.*

Signature of Affiant

Sworn to / Affirmed and subscribed before me, by mean of X *physical presence or* ___ *online notarization, this* 4th *day of* June, 20 24, *by* Tyler D DeBord, *who is personally known to me or who produced* _____ *as identification.*

NOTARY PUBLIC – STATE OF

Type or print name:

Commission NO.:

Commission EXP.:

COLLEEN BAILEY
Notary Public - State of Florida
My Comm. Expires January 22, 2027
Commission #HH351801
(Seal)

END OF BID BOND

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stephen P Farmer, Tyler D DeBord, Individually

of Daytona Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of April, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of June, 2024

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

EXPERIENCE/COMPLETED PROJECTS

Firm's Name: P & S Paving, Inc.

List below the requested information concerning projects your organization has completed for the type of work required in this project (Use additional sheets, if necessary). **A minimum of three (3) of the listed projects must have been completed for agencies/entities other than the County of Volusia.**

Project Description	Project Location	Contract Value	Owner's Name, Address, Phone, and E-mail
E20G7 SR A1A @ St. Mary Intersection Improvements	St. Johns	$970K	FDOT D2 2198 Edison Ave MS 2816 Jacksonville FL 32204 904-360-5414
Water Oak Rd Improvements, Drainage, SW, Asphalt	Flagler	$4.2M	Flagler Cty BOCC 1769 E Moody Blvd Bunnell Amy Stroger, astroger@flaglercounty.gov
Malacompra Rd Improvements, Drainage, SW, Asphalt	Flagler	$688	Flagler Cty BOCC 1769 E Moody Blvd Bunnell Amy Stroger, astroger@flaglercounty.gov
Belle Terre Parkway Turn Lane Improvements	Flagler	$487K	City of Palm Coast 160 Lake Ave Palm Coast Tyler Gibson, tgibson@palmcoastgov.com

HOLD HARMLESS AGREEMENT

I, N/A (*print officer/owner's name*), am the officer/owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20___, the County of Volusia and I or [the above-named business] entered into a contract for _____ (please insert name of contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Page 2 of 2: Hold Harmless Agreement

Officer/Owner: _____ *(print name)* _____ *(signature)*

Employee 1: _____ *(print name)* _____ *(signature)*

Employee 2: _____ *(print name)* _____ *(signature)*

Employee 3: _____ *(print name)* _____ *(signature)*

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me, by means of ___ physical presence or ___ online notarization, this ____ day of _____, *20____, by* _____

_____

_____, *who is/are personally known to me* ***or*** *who has/have produced* _____ *as identification.*

_____

NOTARY PUBLIC – STATE OF _____

Type or print name:

_____

Commission No.: _____

Commission Expires: _____

CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that

1. I, (printed name) Curtis Long, am the (title) Vice President and the duly authorized representative of the firm of (Firm Name) P & S Paving, Inc. whose address is 3701 Olson Dr DAB, FL 32124, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): N/A

By Curtis Long
(Print Name)

(Signature)

Date July 31, 2024

By Vice President
(Print Corporate Officer's Title)

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of the firm's credit data to the County of Volusia.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/bid package are exempt from the Public Records Act. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the firm agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Curtis Long, Vice President
Name and Title

Signature

P & S Paving, Inc.
Firm

3701 Olson Drive
Street address

Daytona Beach, FL 32124
City, State, Zip

July 31, 2024
Date

PRIME/SUBCONTRACTOR FORM

*FAILURE TO COMPLETE AND RETURN THIS FORM **SHALL** RESULT IN A NON-RESPONSIVE BID*

Bidders shall list **all** Subcontractors that he/she proposed to use for this project. The bidder hereby states that he/she proposes, if awarded the contract to hire the following Subcontractor(s) for this project. Prime Contractor is responsible for ensuring that all Subcontractors hold the appropriate license(s). Any change to the Subcontractors during the completion of this project shall receive prior approval from the County Project Manager.

TOTAL BASE BID $ 10,000,000.80 This number should match the Total Base Bid (excluding performance/payment bonds) as listed on the bid price sheet

PRIME CONTRACTOR	Company name and complete address	Dollar Value performed by Prime Contractor	% of Work performed by Contractor	D&WBE (Minority Business) Y or N
	P & S Paving, Inc., 3701 Olson Drive, Daytona Beach, FL 32124	$ 5,505,546.83	55.06%	
SUBCONTRACTOR(S) (*list each separately*)	**Company name and complete address**	**Dollar Value performed by Subcontractor(s)**	**% of Work performed by Subcontractor**	**D&WBE (Minority Business) Y or N**
Electrical	Chinchor Electric, Inc., 1460 South Leavitt Ave., Orange City, FL 32763	$ 615,455.16	6.15%	N
Storm drainage/utilities	GPS Civil Construction, Inc., 455 Walker Street, Holly Hill, FL 32117	$ 3,457,488.00	34.57%	N
Striping/signs	P&P Striping, 1224 S. Hwy 17, Satsoma, FL 32186	$ 116,742.80	1.17%	Y
Sod	Sula Sod, LLC, PO Box 130x688, New Smyrna Beach, FL 32170	$ 85,559.76	0.86%	N
Concrete	Romines, Inc., 4367 Marsh Rd., Deland, FL 32724	$ 207,557.75	2.08%	N
Erosion Control	Rogers Enviromental, Inc., Deleon Springs, FL 32130	$ 11,650.50	0.12%	Y
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
		$ -	0.00%	
Bidders shall complete the areas shaded in **green,** which shall be the dollar values assigned to each Contractor (Prime and Subs). All other cells shall be automatically calculated. The total dollar value listed in the **blue** cell MUST match the Total Base Bid listed at the top of the page. The total listed in the **grey** cell MUST be 100%		$ 10,000,000.80	100%	

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

TO BE COMPLETED BY PRIME CONTRACTOR

1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   (d) Have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Curtis Long, Vice President
Name and Title

Signature

P & S Paving, Inc.
Firm

3701 Olson Drive
Street address

Daytona Beach, FL 32124
City, State, Zip

July 31, 2024
Date

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

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

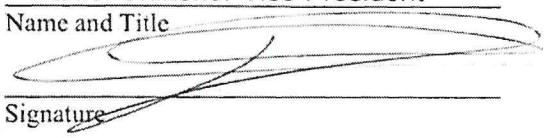
   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Daniel Chinchor Vice President
Name and Title



Signature

Chinchor Electric Inc.
Firm

1460 South Leavitt Ave.
Street address

Orange City, Florida 32763
City, State, Zip

7/8/2024
Date

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

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

   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

GREG SCHLAFFER, PRESIDENT
Name and Title

Signature

GPS CIVIL CONSTRUCTION, INC
Firm

455 WALKER STREET
Street address

HOLLY HILL, FL, 32117
City, State, Zip

7/24/2021
Date

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

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

   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Hannah Sorice, mgrmbr.
Name and Title

Hannah L Sorice
Signature

Sula Sod LLC
Firm

P.O. Box 1088
Street address

New Smyrna Beach, FL 32170
City, State, Zip

August 1, 2024
Date

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

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

   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

MARK CRAMPTON V.P.
Name and Title

Mark Crampton
Signature

P+P Striping.
Firm

1224 S Hwy 17.
Street address

SATSUMA, FL 32189
City, State, Zip

8-1-2024
Date

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

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

   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Bryan Rogers, Pres.
Name and Title

Signature

Rogers Environmental Inc.
Firm

4820 S.R. 11
Street address

DeLeon Spgs, FL 32130
City, State, Zip

6/21/24
Date

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

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

   b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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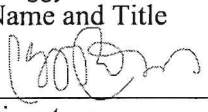
   d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Peggy Romines, President
Name and Title



Signature

Romines Inc
Firm

4367 Marsh Rd
Street address

Deland FL 32724
City, State, Zip

June 25 2024
Date

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision:

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b): A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

287.134(2)(b): A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Bidder shall complete the "Certification regarding debarment, suspension, and eligibility (Bidder)" and the "Certification regarding debarment, suspension, and eligibility (sub-contractors)."

Print Name & Title: Curtis Long, Vice President Date: July 31, 2024

Signature: _____

TRENCH SAFETY ACT COMPLIANCE

Section 553.60 to 553.64, Florida Statutes, incorporated the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR s: 1926.650 to 1926.652, Subpart P, as the State Standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable.

If trench excavation in excess of five (5) feet in depth will be required on the project, the contractor shall identify the cost of compliance with the applicable trench safety standards below. **If there will be no trench excavation in excess of five feet in depth on the project, write "not applicable" below.**

The contractor shall comply with all applicable trench safety standards, during all phases of the work, if awarded the contract. Additionally, the contractor shall ensure that all subcontractors comply with the Act.

Contractor acknowledges that costs for complying with the Trench Safety Act (90-96, Laws of FL), effective October 1, 1990, are included in the bid price and hereby gives assurance that, if awarded the contract, the contractor or subcontractor performing trench excavation work on the project shall comply with the applicable trench safety standards. The contractor further identifies the cost as follows:

Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A. Shoring	LF	100	1.00	100.00
B.				
C.				
D.				
E.				
F.				

TOTAL: $ 100.00

If applicable, this certifies that all trench excavation done within the control of the contractor shall be in accordance with all applicable standards and with the specifications and all requirements of Sections 553.60 to 553.64, Florida Statutes.

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

(Additional sheets shall be attached, as needed, and items shall be organized to correspond with the bid format).

Curtis Long, Vice President
Name and Title

July 31, 2024
Date

Signature

P & S Paving, Inc.
Firm

3701 Olson Drive
Street address

Daytona Beach, FL 32124
City, State, Zip

DRUG-FREE WORK PLACE

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

P & S Paving, Inc. does:
(Name of Firm)

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 violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed 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 proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender 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) days after such conviction.

5. Impose a sanction 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Alicia Ochoa
Print Name

June 27, 2024
Date

Human Resources Manager
Title

Signature

3701 Olson Drive
Street address

Daytona Beach, FL 32124
City, State, Zip

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: Curtis Long, P & S Paving, Inc.

By: _____ (Authorized Signature)

Title: Vice President

Date: July 31 2024

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
P & S Paving, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3701 Olson Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Daytona Beach FL 32124

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 3 1 5 5 0 3 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ July 10, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

2023 / 2024

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 199404070009 Expires: September 30, 2024
Business Location: 3701 OLSON DR

Business Name: P&S PAVING
Owner Name: P&S PAVING INC
Mailing Address 3701 OLSON DR
DAYTONA BEACH, FL 32124

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC056994	301C	4	$18.00
Hazardous Waste Fee	CGC056994	HW	1	$46.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	08/29/2023
RECEIPT #:	512610
TOTAL TAX:	$64.00
PENALTY:	$0.00
TOTAL PAID:	$64.00

Business Name: P&S PAVING
Owner Name: P&S PAVING INC
Mailing Address 3701 OLSON DR
DAYTONA BEACH, FL 32124

Account #: 199404070009 Expires: September 30, 2024
Business Location: 3701 OLSON DR

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

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

COMBS, JAMES GODFREY

P & S PAVING, INC.
3701 OLSON DRIVE
DAYTONA BEACH FL 32124

LICENSE NUMBER: CGC1529608

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/01/2024

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.

FDOT
Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 18,2024

P & S PAVING, INC.
3701 OLSON DRIVE
DAYTONA BEACH, FLORIDA 32124

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
BRIDGE DECK OVERLAYS, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, SIDEWALK, Curb & gutter, Driveways, Driving Steel Sheet Piling, Fender Systems, Lift Station, Milling, Pile Driving, Rehabilitation of Concrete Pavement, Reinforced Earth Walls, Retaining wall, Rip Rap, Rubble Rip Rap, Traffic Separators, Underground Utilities (Water & Sewer), Utility Work.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc
P.O. Box 2412
Daytona Beach FL 32115-2415

CONTACT NAME: Julie Kuhlman
PHONE (A/C, No, Ext): (386) 239-5742 **FAX (A/C, No):**
E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Travelers Indemnity Company	25658
INSURER B :	Great American Assurance Company	16691
INSURER C :	The Charter Oak Fire Insurance Company	25615
INSURER D :	Westchester Surplus Lines Insurance Company	10172
INSURER E :	Travelers Excess and Surplus Lines Company	29696
INSURER F :		

INSURED
P&S PAVING INC.
3701 OLSON DRIVE
DAYTONA BEACH FL 32124

COVERAGES **CERTIFICATE NUMBER:** 2024-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			VTC2K-CO-9T259756-IND-24	05/15/2024	05/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VTC2K-CAP-9T259768-IND-24	05/15/2024	05/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 2,000,000 $ $ $ $ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			TUE 5070068 01	05/15/2024	05/15/2025	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-5W448764-24-25-D	05/15/2024	05/15/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	POLLUTION LIABILITY			G73551390 003	05/15/2024	05/15/2025	Each Pollution Condition General Aggregate	$2,000,000 $2,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

COUNTY OF VOLUSIA IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

COUNTY OF VOLUSIA PURCHASING &
CONTRACTS DIVISION
123 W INDIANA AVE, ROOM 302
DELAND FL 32720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc	P&S PAVING INC.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

OTHER POLICIES:

INLAND MARINE-TRAVELERS EXCESS AND SURPLUS LINES COMPANY - (NAIC #29696)-POLICY #QT-630-6W809025-TXS-24-EFFECTIVE 5/15/24 TO 5/15/25-EQUIPMENT LEASED/RENTED $600,000 LIMIT

CURRENT BLANKET POLICY FORMS:

GENERAL LIABILITY:
1) CG D6 04 0219 - BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (ONGOING & COMPLETED OPERATIONS)
2) CGT100 0219 - COMMERCIAL GENERAL LIABILITY COVERAGE FORM (ADDITIONAL INSURED - LESSOR OF EQUIPMENT, ADDITIONAL INSURED - MGR OR LESSOR OF PREMISES; PRIMARY NON-CONTRIBUTORY)
3) CG D3 16 0219 - XTEND ENDORSEMENT FOR CONTRACTORS (WAIVER OF SUBROGATION)
4) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY
1) CA T4 99 - ADDITIONAL INSURED - BLANKET - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE
2) CA F2 19 0321 - BUSINESS AUTO EXTENSION ENDORSEMENT - FLORIDA (WAIVER OF SUBROGATION)
3) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

EXCESS LIABILITY
FOLLOW-FORM COVERAGE
THE EXCESS POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY AND EMPLOYERS LIABILITY.

WORKERS COMPENSATION
1) WC 00 03 13 - WAIVER OF OUR RIGHT TO RECOVER
2) WC 99 06 R3 - NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS (30 DAY NOTICE OF CANCELLATION)

POLLUTION LIABILITY
1) ENV-3250 1218 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS
2) ENV-3251 1218 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS -COMPLETED OPERATIONS HAZARD
3) ENV-3143 0305 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
4) ENV-3253 1218 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

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City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-184
Strategic Goal:	Governance - Other		
Department:	Public Works		
Subject:	Public Works Sidewalk and Driveway Repair Concrete Services		
Summary:	This item provides notification of the City's use of Joe's Three Yard Concrete, Inc., which provides ready to use concrete to multiple divisions within the Public Works Department. Joe's Three Yard Concrete is a reliable provider of smaller (three yard) batches of concrete for the forming and finishing of sidewalk and driveways often necessary for final completion of utility breaks. Staff also utilizes Joe's Three Yard Concrete to supply concrete used in routine sidewalk maintenance. On October of 2023, solicited quotes for small batch delivery of concrete, obtaining four quotes from; Joe's Three Yard Concrete, Sparks Concrete, Cemex, and Titan. Joe's Three Yard Concrete provided the lowest responsive to this request for responses. Purchases were made during Fiscal Year (FY) 2023 – 2024 which cumulatively exceeded the $25,000 purchasing threshold, therefore requiring City Commission notification. During FY 2023 - 2024, over 120 separate purchases were made from Joe's Three Yard Concrete, collectively these purchases totaled $29,519; the final $4,800 occurring during September to respond to emergency repairs.		
Financial Impact:	Expenses for the purchase of concrete were included in the FY 2023–2024 budget in the Street Maintenance Section budget. However, due to additional emergency repairs, expenditures totaled $29,519 for the fiscal year.		
Citizen Impact:	Prompt repairs to concrete and maintenance of roadways and sidewalks allow for the safe passage of vehicles and pedestrians, contributing to the quality of life in Ormond Beach.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for utilization of Joe's Three Yard Concrete, Inc. for the delivery of additional concrete.	
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325	
Attachments:	1. 24-184 Concrete purch (P24-0206G) 2. Joe's Three Yard Concrete PO	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	10/7/2024 10/9/2024 10/11/2024

RESOLUTION NO. 2024-184

A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR THE PURCHASE OF CONCRETE FROM JOE'S THREE YARD CONCRETE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited quotes for the provision of concrete in accordance with Section 2-300, *Code of Ordinances*, and accepted the quote of Joe's Three Yard Concrete, and

WHEREAS, a Purchase Order for $15,000.00 was issued and subsequently increased to $35,000.00 by Change Order (copies of which are attached hereto and incorporated herein by reference), and

WHEREAS, actual expenditures for the product totaled $29,519.00, 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 concrete is appropriated in the Street Maintenance budget, now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms the purchase of concrete from Joe's Three Yard Concrete in the amount of $29,519.00 and the expenditure from the Street Maintenance budget.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Purchase Order

Fiscal Year 2024 Page: 1 of: 1

BILL TO
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 # 20240123

Delivery must be made within doors of specified destination.

VENDOR
JOE'S THREE YARD CONCRETE INC
PO BOX 354252
PALM COAST, FL 32135
Fax: 386-864-8153

SHIP TO
Streets
501 North Orchard Street
Ormond Beach, FL 32174

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
386-986-6721	386-864-8153	2400154	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
10/27/2023	961			TRANSPORTATION

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	ddr/ concrete The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	**MODIFIED:** 3000 PSI blend concrete Commodity Code: 75070 Ready-Mix Concrete (See 150-12 for Bagged Concrete)	1.0	EACH	$35,000.00	$35,000.00

CHANGE ORDER

VENDOR COPY

Total Ext. Price	$35,000.00
PO Total	**$35,000.00**

Purchase Order

Fiscal Year 2024 Page: 1 of: 1

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

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PALM COAST, FL 32135
Fax: 386-864-8153

SHIP TO
Streets
501 North Orchard Street
Ormond Beach, FL 32174

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
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10/27/2023	961			TRANSPORTATION

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	ddr/ concrete The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	3000 PSI blend concrete Commodity Code: 75070 Ready-Mix Concrete (See 150-12 for Bagged Concrete)	1.0	EACH	$15,000.00	$15,000.00

Increase to $24,999

Increase by $9,999

open 14,412.50

12,275.50

VENDOR COPY

Total Ext. Price	$15,000.00
PO Total	**$15,000.00**

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-185
Strategic Goal:	Fiscal transparency		
Department:	Finance		
Subject:	Authorization on Banking Accounts		
Summary:	This agenda item serves to update authorization on the City's bank accounts in order to provide for continuity of business and necessary internal controls. Designated Representatives are authorized to open and close accounts and execute agreements on behalf of the City. Authorized signers can perform general transactions including wire transfers, signing checks and transferring funds between accounts. The resolution provides Joyce Shanahan, City Manager and Kelly McGuire, Finance Director authorization to serve as both Designated Representatives and Authorized Signers on behalf of the City for all banking accounts. The resolution also removes Bill Partington, Mayor from all authorization effective on the date of his resignation.		
Financial Impact:	None		
Citizen Impact:	The attached resolution will ensure continuity of the financial transactions required by the City for daily operations.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution outlining authorization to conduct banking transactions on behalf of the City.		
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226		
Attachments:	1. 24-185 Authorization on banking accounts (P24-0201G)		

Approval:	Kelly McGuire, Finance Director	10/1/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/9/2024
	Joyce Shanahan, City Manager	10/11/2024

RESOLUTION NO. 2024-185

A RESOLUTION AUTHORIZING AND DIRECTING ALL FINANCIAL INSTITUTIONS WHICH HOLD FUNDS OF THE CITY OF ORMOND BEACH TO DELETE THE NAME OF BILL PARTINGTON AS MAYOR FROM THEIR RECORDS AND TO ADD THERETO THE NAMES OF JOYCE SHANAHAN AS CITY MANAGER, AND KELLY MCGUIRE AS FINANCE DIRECTOR, TO SERVE AS THE DESIGNATED REPRESENTATIVES AND AUTHORIZED SIGNERS ON BEHALF OF THE CITY FOR ALL BANKING ACCOUNTS; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Effective November 5, 2024, each financial institution holding funds of the City of Ormond Beach is hereby authorized and directed to delete the name of Bill Partington as Mayor on all their records, and to add thereto the names of Joyce Shanahan as City Manager, and Kelly McGuire as Finance Director, to serve as the designated representatives and authorized signers on behalf of the City of Ormond Beach, Florida for all banking accounts.

SECTION TWO. A certified copy of this Resolution shall be provided to each such financial institution and that such certified copy shall fully authorize the said financial institutions to make the said changes in their business records as above set forth until further written notice by the City Commission of the City of Ormond Beach, Florida.

SECTION THREE. This Resolution shall take effect immediately on adoption.

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-186
Strategic Goal:	**Governance - Other**		
Department:	Human Resources		
Subject:	2025 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, 2025. 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 ensure continued access to high quality and affordable health care for City employees. For the past 8 years, the HDHP, paired with a city-funded health savings account, has successfully reduced costs while preserving a high level of care. Since developing the strategic health care plan, the City has continued to partner with FHCP and Brown and Brown to further reduce costs and improve health care outcomes. Several years ago, FHCP launched a free prescription medication program for the City targeted at reducing diabetes, cholesterol, and high blood pressure. The program was so successful it gained wide-spread use among all FHCP plans. The City also negotiated no-cost visits to the FHCP Extended Hours Care Clinics to reduce out-of-pocket costs and avoid unnecessary and expensive emergency visits when possible. As a result of these efforts, the City's annual premium rate increases have averaged less than 4% per year, well below industry standards. And, the City's HDHP strategic health care model has been successfully implemented among many other municipalities in the area. For the 2025 plan year, FHCP proposed a renewal premium with a minimal, below market, increase of 4.2%. The renewal includes the		

	same benefits and coverage levels as the previous plan year, other than small increases to the annual deductible and out-of-pocket limits mandated by the Internal Revenue Service. Brown and Brown also solicited proposals from other markets, including Aetna, Cigna, UHC, and Benecon, none of which could provide a more competitive proposal based on premiums and/or provider networks. Based on all of the above, the exceptional service provided by FHCP, and the benefit of avoiding disruption in medical providers, renewing the current FHCP 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 and employees may enroll dependents at their own expense.
Financial Impact:	Based on current enrollment, the City's annual cost is estimated to be $2,883,800 and is within the FY 2024-2025 budget, with a renewal premium with a minimal, below market, increase of 4.2%
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, 2025.
Staff Contact:	Samantha Potts, Human Resources Manager
Attachments:	1. 24-186 Health Ins Fla Health Care (P24-0189G) 2. FHCP Cost Summary 3. FHCP Single Plan TI4 4. FHCP Family Plan TF4
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

RESOLUTION NO. 2024-186

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 15, 2024 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 2024-2025 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, 2025 through and including December 31, 2025 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 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Medical & Prescription Drug Coverage

City of Ormond Beach

January 1, 2025 - December 31, 2025

Change to Deductible & OOP Max limits due to 2025 IRS Regulations on HSA Plans

Current | Renewal | Revised

Vendor		Florida HealthCare Plans		
Plan Name		TI4/TF4		
Network		Florida HealthCare Plans		
Plan Type		POS - HSA		
Plan Details		***Network***		
		Single		***Family***
Plan Deductible		$1,650		$3,300
Embedded Deductible:		Yes		
Calendar or Policy Year:		Calendar		
Coinsurance:		20%		
Maximum Out-of-Pocket:		$3,300		$6,600 ($3,300 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 (Ment./Behavioral Health)		
Hospital / Emergency Services				
Inpatient Hospital Per Admission:		Dedcutible + Coinsurance		
Emergency Room:		Dedcutible + Coinsurance		
Urgent Care:		Dedcutible + Coinsurance		
Outpatient Surgical Facility:		Dedcutible + Coinsurance		
Ambulatory Surgery Center:		Dedcutible + 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		$6,600 ($3,300 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:	269	$718.47	$781.70	$748.65
Employee + Spouse:	17	$1,235.76	$1,344.51	$1,287.66
Employee + Child(ren):	12	$1,235.76	$1,344.51	$1,287.66
Family:	23	$1,436.93	$1,563.38	$1,497.28
Estimated Monthly Premiums:	321	$262,155	$285,226	$273,166
Estimated Annual Premiums:		**$3,145,858**	**$3,422,710**	**$3,277,997**
PEPY		**$9,800**	**$10,663**	**$10,212**
Rate Change from Current (%):			8.8%	4.2%
Rate Change from Current ($):			$276,852	$132,139

Notes:

Rates subject to final enrollment and underwriting

Large Group HDHP POS (HSA Compatible)
Health Benefit Single Plan TI4

Florida Health Care Plans®
An Independent Licensee of the Blue Cross and Blue Shield Association

Schedule of Benefits for Covered Services	Amount Member Pays In-Network	Amount Member Pays Out-of-Network
Financial Features		
Medical Benefits Deductible (DED[1]) (PBP[2]) (DED is the amount the member is responsible for before FHCP pays)	$1,650 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)	$3,300 per person	$6,000 per person
Office Services		
Physician Office Services (per visit)		
Primary Care	Deductible + 20%	Deductible + 40%
Specialist	Deductible + 20%	Deductible + 40%
Maternity (Office Cost Share for initial visit only. Delivery charges are separate)		
Primary Care	Deductible + 20%	Deductible + 40%
Specialist	Deductible + 20%	Deductible + 40%
Allergy Injections (per visit)		
Primary Care	Deductible + 20%	Deductible + 40%
Specialist	Deductible + 20%	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	Deductible + 15%	Deductible + 40%
Non-Preferred Medications	Deductible + 25%	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.

Florida Health Care Plans is an Independent Licensee of the Blue Cross and Blue Shield Association.

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	Deductible + 20%	Deductible + 40%
X-rays and Ultrasounds	Deductible + 20%	Deductible + 40%
Diagnostic Services (except AIS)	Deductible + 20%	Deductible + 40%
*Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20%	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	Deductible + 20%	Deductible + 40%
X-rays and Ultrasounds	Deductible + 20%	Deductible + 40%
Diagnostic Services (except AIS)	Deductible + 20%	Deductible + 40%
*Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20%	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	Deductible + 20%	Deductible + 40%
Specialist	Deductible + 20%	Deductible + 40%
Group Therapy	Deductible	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	Deductible + 20%	Deductible + 40%
Outpatient	Deductible + 20%	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	Deductible + 20%	Deductible + 40%
Specialist	Deductible + 20%	Deductible + 40%

Schedule of Benefits for Covered Services	Amount Member Pays In-Network	Amount Member Pays 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 day)	Deductible + 20%	Deductible + 40%
***Skilled Nursing Facility** (per day)	Deductible + 20%	Deductible + 40%
Hospice (per day)	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 Days 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

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) Preferred Generic Non-Preferred Generic	 $0 Deductible + $3 Copay Deductible + $10 Copay	 Not Covered Deductible + $15 Copay Deductible + $15 Copay	 $0 Deductible + $6 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) *(Instead of eyeglass exam)*	Not Covered	Not Covered
Contact Lenses (2 boxes, 1x per year) *(Instead of eyeglasses)*	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	

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

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Schedule of Benefits for Covered Services	Amount Member Pays In-Network	Amount Member Pays 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)	$3,300 per person $3,300 per family[1]	$3,300 per person $6,600 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)	$3,300 per person $6,600 per family[3]	$6,000 per person $12,000 per family[3]
Office Services		
Physician Office Services (per visit)		
Primary Care	Deductible + 20%	Deductible + 40%
Specialist	Deductible + 20%	Deductible + 40%
Maternity (Office Cost Share for initial visit only. Delivery charges are separate)		
Primary Care	Deductible + 20%	Deductible + 40%
Specialist	Deductible + 20%	Deductible + 40%
Allergy Injections (per visit)		
Primary Care	Deductible + 20%	Deductible + 40%
Specialist	Deductible + 20%	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	Deductible + 15%	Deductible + 40%
Non-Preferred Medications	Deductible + 25%	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.

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Schedule of Benefits for Covered Services	Amount Member Pays In-Network	Amount Member Pays 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	Deductible + 20%	Deductible + 40%
X-rays and Ultrasounds	Deductible + 20%	Deductible + 40%
Diagnostic Services (except AIS)	Deductible + 20%	Deductible + 40%
*Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20%	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	Deductible + 20%	Deductible + 40%
X-rays and Ultrasounds	Deductible + 20%	Deductible + 40%
Diagnostic Services (except AIS)	Deductible + 20%	Deductible + 40%
*Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20%	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	Deductible + 20%	Deductible + 40%
Specialist	Deductible + 20%	Deductible + 40%
Group Therapy	Deductible	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	Deductible + 20%	Deductible + 40%
Outpatient	Deductible + 20%	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	Deductible + 20%	Deductible + 40%
Specialist	Deductible + 20%	Deductible + 40%

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 day)	Deductible + 20%	Deductible + 40%
***Skilled Nursing Facility** (per day)	Deductible + 20%	Deductible + 40%
Hospice (per day)	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
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Benefit Maximums – Combined Limit In-Network and Out-of-Network	
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Chiropractic Care	20 Visits PBP
Skilled Nursing/Rehabilitation Facility	20 Days PBP
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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) Preferred Generic Non-Preferred Generic	 $0 Deductible + $3 Copay Deductible + $10 Copay	 Not Covered Deductible + $15 Copay Deductible + $15 Copay	 $0 Deductible + $6 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) *(Instead of eyeglass exam)*	Not Covered	Not Covered
Contact Lenses (2 boxes, 1x per year) *(Instead of eyeglasses)*	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	

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.

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-187
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2025 Health Savings Account Funding		
Summary:	This is a request to approve funding of employee Health Savings Accounts (HSA) for the 2025 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). Based on the City Commission's recommendation and approval, the City established Health Savings Accounts (HSA) for eligible employees enrolled in the HDHP and funds those accounts annually in an amount equal to the increase in deductible from a traditional HMO plan. In previous years, the funding amount to bridge the gap in the individual deductible has been $1350 per year. Due to a change in IRS regulations, this year the amount needed to fund the accounts at the same level is $1400. These funds assist employees in meeting deductible expenses that would traditionally be covered under a HMO plan, while realizing the significant premium savings under the new HDHP. 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. This year, the total amount available per employee, including the initial funding and wellness incentives, is $1850, a $50 increase from 2024. 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, the annual City cost is estimated not to exceed $600,000 and is within the FY 2024-2025 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 $1,400, with an additional $450 in optional wellness incentives, for a total of up to $1,850 per eligible employee.
Staff Contact:	Samantha Potts, Human Resources Manager
Attachments:	1. 24-187 Health Savings Acct (P24-0194G)
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

RESOLUTION NO. 2024-187

A RESOLUTION AUTHORIZING FUNDING OF EMPLOYEE HEALTH SAVINGS ACCOUNTS FOR THE 2025 PLAN YEAR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in January 2025, the City of Ormond Beach will renew its high deductible healthcare plan for eligible employees where the individual deductible is $1,650.00, 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 $600,000.00 has been included in the FY 2024-2025 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 $600,000.00 which is within the FY2024-2025 budget.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-188
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2025 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, 2025. 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. The current carrier, Standard, proposed 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 $164,808 and is within the Fiscal Year 2024-2025 budget and represents no increase to premium rates for the upcoming plan year.		
Citizen Impact:	The City's goal of providing a quality benefits package 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 to continue the contract for an additional year with Standard, at the current rates, to provide dental insurance effective January 1, 2025.		
Staff Contact:	Samantha Potts, Human Resources Manager		
Attachments:	1. 24- 188 Employee Dental-Standard (P24-0195G)		

	2. Dental Cost Summary 3. Dental Benefit Summaries	
Approval:	Kelly McGuire, Finance Director	10/1/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/9/2024
	Joyce Shanahan, City Manager	10/11/2024

RESOLUTION NO. 2024-188

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 FY2024-2025 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 2024-2025 budget.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Dental Coverage

City of Ormond Beach

January 1, 2025 - December 31, 2025

		Current | Renewal
Vendor		The Standard
Network:		Ameritas
Plan Name:		PPO
		Network
Plan Details		***Single*** / ***Family***
Coinsurance Percentage (Preventive | Basic | Major | Ortho):		100% | 80% | 80% | 50%
Deductible (Family Maximum):		$50 / $150
Deductible Waived for Preventive:		Yes
Calendar or Policy Year Maximum:		$1,500
Orthodontic Lifetime Maximum:		$1,000
Included Adult Ortho:		No
Dental Services		***Benefit Level*** / ***Frequency***
Routine Exam & Cleaning:		Preventative / 2 per year
Fluoride Treatment:		Preventative / 2 per yr, 13 & under
X-Ray (Bitewings):		Preventative / 1 per year
X-Ray (Full Mouth):		Preventative / 1 per 3 years
Sealants:		Preventative / 16 & under
Fillings:		Basic
Oral Surgery (Simple):		Basic
Oral Surgery (Complex):		Basic
Root Canal Therapy:		Basic
Periodontal Scaling:		Basic
Periodontal Surgery:		Major
Crowns:		Major / 1 per 5 years
Bridges		Major / 1 per 5 years
Dentures:		Major / 1 per 5 years
Implants:		Major / 1 per 5 years
Non-Network Details		***Non-Network***
Coinsurance Percentage (Preventive | Basic | Major | Ortho):		100% | 80% | 80% | 50%
Deductible (Family Maximum):		$50 / $150
Deductible Waived for Preventive:		Yes
Calendar Year Maximum:		$1,500
Percent of UCR:		90th
Waiting Periods:		None
Late Entrant Penalties:		12 Months (except exams, cleanings, flouride)
Allows Annual Open Enrollment:		Yes
Included Rollover:		Yes
Employer Contribution:		100% of EE Rate*
Participation Requirement:		83%
Rate Guarantee:		1 Year (01/01/2025 - 12/31/2025)

Plan Rates | Current Enrollment		Current	Renewal
Employee:	294	$41.12	$41.12
Family:	117	$116.55	$116.55
Total:	411		
Estimated Monthly Premiums:		$25,726	$25,726
Estimated Annual Premiums:		**$308,708**	**$308,708**
PEPY		**$751**	**$751**
Rate Change from Current (%):			0.0%
Rate Change from Current ($):			$0

Notes: *Retirees are 100% Voluntary

CITY OF ORMOND BEACH

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: 1/1/2025**

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℠	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)	$42.76
EE + Family	$121.24

CITY OF ORMOND BEACH

Max Builder℠

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.

CITY OF ORMOND BEACH

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 15, 2024 - City Commission

Number: 8.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-189
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2025 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, 2025. The City currently provides vision coverage to employees on a non-contributory basis. Employees electing family coverage pay the increased costs to cover dependents. The current carrier, Standard, proposed 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 $17,742 and is within the Fiscal Year 2024-2025 budget and represents no increase to premium rates for the upcoming plan year.		
Citizen Impact:	The City's goal of providing a quality benefits package 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 to continue the contract for an additional year with Standard, at the current rates, to provide vision insurance effective January 1, 2025.		
Staff Contact:	Samantha Potts, Human Resources Manager		
Attachments:	1. 24-189 Employee Vision-Standard Ins (P24-0193G)		

	2. Vision Cost Summary 3. Vision Benefit Summaries	
Approval:	Kelly McGuire, Finance Director	10/1/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/9/2024
	Joyce Shanahan, City Manager	10/11/2024

RESOLUTION NO. 2024-189

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 2024-2025 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 2024-2025 budget.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Vision Coverage

City of Ormond Beach

January 1, 2025 - December 31, 2025

		Current | Renewal
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 Year (01/01/2025 - 12/31/2025)

Plan Rates | Current Enrollment		Current	Renewal
Employee:	290	$4.44	$4.44
Family:	121	$13.20	$13.20
Total:	411		
Estimated Monthly Premiums:		$2,885	$2,885
Estimated Annual Premiums:		**$34,618**	**$34,618**
PEPY		**$84**	**$84**
Rate Change from Current (%):			0.0%
Rate Change from Current ($):			$0

Notes: *Retirees are 100% voluntary

CITY OF ORMOND BEACH

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: 1/1/2025**

	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)	$4.52
EE + Family	$13.44

Standard Insurance Company

CITY OF ORMOND BEACH

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 15, 2024 - City Commission

Number: 8.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-190
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2025 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, 2025. 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. During the 2024 renewal negotiations, the current carrier, Standard, proposed a rate guarantee for 2 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.		
Financial Impact:	Based on current enrollment, the City's annual cost is estimated to be $46,169 and is within the Fiscal Year 2024-2025 budget and represents no increase to premium rates for the upcoming plan year.		
Citizen Impact:	The City's goal of providing a quality benefits package 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 the contract with Standard, with a two-year premium rate guarantee, to provide employee life and accidental death and dismemberment insurance effective January 1, 2025.		
Staff Contact:	Samantha Potts, Human Resources Manager		

Attachments:	1. 24-190 Employee Life Ins-The Standard (P24-0191G) 2. Life AD&D Cost Summary 3. Retiree-Life-Summary.pdf_4 4. Basic-Life-Benefit-Summary-CL-1.pdf_1 5. Basic-Life-Benefit-Summary-CL-2.pdf_2 6. Basic-Life-Benefit-Summary-CL-3.pdf_3	
Approval:	Kelly McGuire, Finance Director	10/1/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/9/2024
	Joyce Shanahan, City Manager	10/11/2024

RESOLUTION NO. 2024-190

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 2024-2025 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 2024-2025 budget.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Group Life & AD&D Coverage

City of Ormond Beach
January 1, 2025 - December 31, 2025

Basic Life:	19,883,700
AD&D:	19,883,700
Retirees:	1,428,000

	Current
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 (Classes 1-3)
Employer Contribution:	100% (Classes 1-3)
Participation Requirement:	100% (Classes 1-3)
Rate Guarantee:	1 Yr Remaining (01/01/2024 - 12/31/2025)

Plan Rates	Current
Basic Life	$0.165
AD&D	$0.030
Dependent (Not included in premium)	$1.61
Retirees (Not included in premium)	$2.04
Estimated Monthly Premiums:	$3,877
Estimated Annual Premiums:	**$46,528**

Notes: *Retirees are 100% Voluntary and are eligible for life only

Standard Insurance Company
City of Ormond Beach
Group Policy #753274

Group 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
- Benefits if you become terminally ill or die

About This Coverage

How Much Can I Apply For?		
The coverage amount for your spouse cannot exceed 100 percent of your Life coverage. The coverage amount for your child(ren) cannot exceed 100 percent of your Life coverage.	For You:	**$15,000**
	For Your Spouse/Child(ren):	**$5,000 / $2,000**

See the Important Details section for more information, including requirements, exclusions, age reductions and definitions.

Additional Features

Your coverage comes with some added features:

Travel Assistance[1]	Available 24 hours a day, this service connects you to resources when you're traveling at least 100 miles from home or in a foreign country for up to 180 days.
Life Services Toolkit[2]	This service allows you and your beneficiaries access to online content for will preparation, identity theft support and other tools and calculators, and provides your beneficiaries with services for grief, and legal and financial matters.

1 This service is provided through an arrangement with a service provider who is not affiliated with The Standard. Travel Assistance is not an insurance product in all states except Oregon. For more information, visit **www.standard.com/travel-info**.

2 The Life Services Toolkit is offered through an arrangement with a service provider that is not affiliated with The Standard. For more information, visit **www.standard.com/mytoolkit-info**.

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

Because this insurance is offered through City of Ormond Beach, you'll have access to competitive group rates, which may be more affordable than those available through individual insurance.

If you elect Life coverage for yourself, and you are age 69 or less, your semi-monthly premium will be $15.30. If you are age 70 or over, ask you human resources representative for the amount of coverage available.

If you elect coverage for your dependents, your semi-monthly premium will be $0.81, regardless of the number of children covered.

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 employee of City of Ormond Beach who retired under the employer's retirement program

If you buy Life insurance for yourself, you may also buy coverage for your eligible child(ren) 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:

- All late applications (applying 31 days after becoming eligible)
- Requests for coverage increases
- Reinstatements
- Employees 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 insurance including Dependents Life insurance, your insurance will not become effective until the day after you complete one full day of active work as an eligible employee.

*Defined as date you retire

Life Insurance Age Reductions

Under this plan, your coverage amount reduces to 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.

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 12505-D-VL-FL-753274-C4 (11/21)
6957444-783184

Standard Insurance Company
City of Ormond Beach
Group Policy #753274
Effective Date October 1, 2015

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

Standard Insurance Company
City of Ormond Beach
Group Policy #753274
Effective Date October 1, 2015

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

Standard Insurance Company
City of Ormond Beach
Group Policy #753274
Effective Date October 1, 2015

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.

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 15, 2024 - City Commission

Number: 8.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-191
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2025 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, 2025. 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. During the 2023 renewal negotiations, the current carrier, Standard, proposed a rate guarantee for 2 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.		
Financial Impact:	Based on current enrollment, the annual cost to the City is estimated to be $41,401 and is within the Fiscal Year 2024-2025 budget and resulting in no increase to premium rates for the upcoming plan year.		
Citizen Impact:	The City's goal of providing a quality benefits package 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 a contract with Standard, with a two-year premium rate guarantee, to provide disability insurance effective January 1, 2025.		

Staff Contact:	Samantha Potts, Human Resources Manager	
Attachments:	1. 24-191 Long Term Disability (P24-0192G) 2. LTD Cost Summary 3. LTD-Benefit-Summary-CL-1.pdf_9 4. LTD-Benefit-Summary-CL-2.pdf_10 5. LTD-Benefit-Summary-CL-3.pdf_11	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	10/1/2024 10/9/2024 10/11/2024

RESOLUTION NO. 2024-191

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 2024-2025 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 2024-2025 budget.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Long Term Disability Coverage

City of Ormond Beach

January 1, 2025 - December 31, 2025

Monthly Eligible Payroll	$1,414,108

	Current		
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:	1 Yr Remaining (01/01/2024 - 12/31/2025)		

Plan Rates	Current
Rate / $100 Covered Payroll	$0.243
Estimated Monthly Premiums:	$3,436
Estimated Annual Premiums:	**$41,235**

Notes:

Standard Insurance Company
City of Ormond Beach
Group Policy #753274
Effective Date October 1, 2015

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

Standard Insurance Company
City of Ormond Beach
Group Policy #753274
Effective Date October 1, 2015

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

Standard Insurance Company
City of Ormond Beach
Group Policy #753274
Effective Date October 1, 2015

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 15, 2024 - City Commission

Number: 8.P

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-192
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2025 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, 2025. 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. During the 2024 renewal negotiations, the current carrier, Standard, proposed a rate guarantee for 2 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:	There is no budget impact to the City as the premiums will be fully paid by the employees through payroll deduction and represents no increase to premium rates for the upcoming plan year.		
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, 2025 representing resulting in no increase to premium rates for the upcoming plan year.		

Staff Contact:	Samantha Potts, Human Resources Manager	
Attachments:	1. 24-192 Voluntary Life-The Standard (P24-0190G) 2. Vol Life Cost Summary 3. Additional-Life-Benefit-Summary.pdf_5	
Approval:	Kelly McGuire, Finance Director	10/1/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/9/2024
	Joyce Shanahan, City Manager	10/11/2024

RESOLUTION NO. 2024-192

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 2024-2025 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 2024-2025 budget.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Voluntary Group Life & AD&D Coverage

City of Ormond Beach
January 1, 2025 - December 31, 2025

	Current
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:	1 Yr Remaining (01/01/2024 - 12/31/2025)

Plan Rates per $1,000	Current	
	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

Standard Insurance Company
City of Ormond Beach
Group Policy #753274

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

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:

_____	÷ 1000 =	_____	x	_____	=	_____	→	_____
Enter the amount of coverage you are requesting (see benefit amounts in the About This Coverage section).				Enter your rate from the rate table.		This amount is an estimate of how much you would pay each month.		To get a sense of your semimonthly premium, divide your monthly premium amount by 2.

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 15, 2024 - City Commission

Number: 8.Q

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-193
Strategic Goal:	Governance - Other		
Department:	Human Resources		
Subject:	2025 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, 2025. 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. During the 2024 renewal negotiations, the current carrier, Standard, proposed a rate guarantee for 2 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:	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,	Staff recommends approval of a contract with Standard, with a two-year rate guarantee, to provide voluntary short-term disability insurance effective January 1, 2025.		

Advisory Board and/or Other):	
Staff Contact:	Samantha Potts, Human Resources Manager
Attachments:	1. 24-193 Vol ShortTerm Disability (P24-0196G)docx 2. STD Cost Summary 3. STD-Benefit-Summary
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

RESOLUTION NO. 2024-193

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 2024-2025 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 Att0orney, 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 2024-2025 budget.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Executive Summary of Short Term Disability Coverage

City of Ormond Beach

January 1, 2025 - December 31, 2025

	Current
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:	1 Yr Remaining (01/01/2024 - 12/31/2025)

Rate / $10 Benefit	Current
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

Standard Insurance Company
City of Ormond Beach
Group Policy #753274

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:

_____	x 0.60 x	_____	÷ 10 =	_____	→	_____
Enter your weekly earnings (cannot be more than $2,500).		Enter your rate from the rate table.		This amount is an estimate of how much you'd pay each month.		To get a sense of your semimonthly premium, divide your monthly premium amount by 2.

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 15, 2024 - City Commission

Number: 8.R

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-194
Strategic Goal:	Government - Other		
Department:	Human Resources		
Subject:	Proposed Update to Human Resources Policy		
Summary:	This is a request for the City Commission to approve updates to the City of Ormond Beach Human Resources Policy. The City of Ormond Beach Human Resources Policy was last updated in 2013. Since that time, a number of Federal and State laws and regulations, such as the Family and Medical Leave Act, Equal Employment Opportunity protected classes and definitions pertaining to the prohibition of sexual harassment and other unlawful harassment, Leave for Victims of Domestic Violence or Sexual Violence, and Civil Air Patrol Leave have been added or amended. Additionally, several City policies require updating to accurately reflect current practices, such as the use of Personal Leave in lieu of separate sick and vacation leave banks and updates to the Electronic Communications and Devices section to reflect current technology and communication standards, public records laws, and records retention schedules. Minor, non-substantive changes were made throughout the policy to ensure use of current terminology and increase efficiencies in carrying out administrative procedures. The Human Resources Policy applies to all City of Ormond Beach employees. However, for employees covered by a collective bargaining agreement (CBA), where a conflict exists between the HR Policy and CBA, the provisions of the Collective Bargaining Agreement prevail. The attached updated Human Resources Policy has been prepared and reviewed by the City's employment attorneys; the City's Human Resources Board reviewed and recommended approval at its September 10, 2024, meeting.		
Financial Impact:	None		

Citizen Impact:	The revised Human Resources Policy ensures the City complies with current legal standards and best practices in creating a successful work environment for employees to provide services to City residents and businesses.
Recommended Action (Staff, Advisory Board and/or Other):	Both staff and the City's Human Resources Board recommend approval of the updated City of Ormond Beach Human Resources Policy.
Staff Contact:	Samantha Potts, Human Resources Manager
Attachments:	1. 24-194 Adopt HR Policy Update (P24-0151G) 2. DRAFT HR POLICY 2024 3. Mark Up - DRAFT HR POLICY 2024 4. Minutes - HR Board Meeting 2024.09.10
Approval:	Kelly McGuire, Finance Director 9/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/11/2024 Joyce Shanahan, City Manager 10/11/2024

RESOLUTION NO. 2024-194

A RESOLUTION APPROVING AND ADOPTING THE CITY'S HUMAN RESOURCES POLICY UPDATE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the city's professional staff and the Human Resources Board recommend approval of the Human Resources Policy Update, a copy of which is 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 approves the 2024 Human Resources Policy Update and hereby adopts the same as the official Human Resources Policy for the City of Ormond Beach.

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

APPROVED AND AUTHENTICATED, this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

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CITY OF ORMOND BEACH

HUMAN RESOURCES

POLICY

2024

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PREAMBLE

The City of Ormond Beach ("the City") was incorporated on April 22, 1880, and is a municipal corporation of the State of Florida. The City operates under the "commission-manager" plan of municipal government.

The City Commission is the legislative and governing body of the City. The City Commission is composed of a Mayor, who is elected by a citywide vote, and four (4) City Commissioners, each of whom is elected from the zone in which the person resides.

The City Commission, by majority vote, appoints a City Manager for an indefinite term. The City Manager is the chief administrative officer of the City, and is responsible to the City Commission for the administration of all City affairs placed in his charge by the **City Charter**.

The City is a "full service" city, providing a full range of governmental services to its residents. Those services are provided by the Employees of the City, whose task and goal it is to provide those services in the most prompt, courteous, professional and cost-effective manner possible.

PREFACE

These rules and regulations of this Human Resources Policy supersede all previous Civil Service Rules and Regulations, Human Resources Policies, and conflicting administrative policies.

In accordance with Section 2-48, of the City **Code of Ordinances**, and in addition to the foregoing, the City Manager is empowered to issue administrative policies, orders, rules, directives, and regulations, not inconsistent with the **City Charter**, city ordinances, state law,

and City Commission policies. Such policies, orders, rules, directives, and regulations shall outline the general and specific procedures for the administration of City activities under his jurisdiction and supervision. The City Manager also may approve a system of administrative policies, orders, rules, directives, and regulations to be issued by the heads of the several departments and divisions of the City government, but such administrative policies, orders, rules, directives, and regulations may be amended or rescinded by the City Manager.

This Human Resources Policy shall be deemed to be the civil service rules and regulations of the City of Ormond Beach and, together with the **City Charter**, **Code of Ordinances**, administrative policies, orders, rules, directives, and regulations, and applicable Collective Bargaining Agreements, shall govern the human resources system of the City of Ormond Beach. The City Manager, or designee, shall have responsibility for the interpretation and enforcement of the provisions and purposes of this Human Resources Policy.

Special Notes:

The use of the personal pronouns "he," "his," and "him" in this Policy are to be interpreted to include both genders. Their use is merely for convenience and shall not be considered as an adverse reflection upon either gender. When communication is directed toward either gender separately, words such as "he" and "she" and "male" and "female" will be used.

Nothing within this Human Resources Policy or within the City's policies, practices, or procedures is intended to create a contract for employment, express or implied, a guarantee of continued employment for a specific length of time, or interfere with, restrain, or prevent employee communications regarding wages, hours or other terms and conditions of employment.

Any questions concerning the interpretation and application of this Policy shall be referred to the Human Resources Director for resolution.

The City Commission retains the right to amend this Policy in the future, which amendments shall be prospective in application unless stated otherwise.

STATEMENT OF ETHICS

The Employees of the City of Ormond Beach ("City"), as providers of public service and in order to inspire confidence and trust, shall be committed to the highest standards of personal integrity, honesty and competence.

In furtherance of this commitment, the Employees of the City shall:

A. All provide open and accessible government, giving courteous, responsive service to all citizens equally;

B. All accept only authorized compensation for the performance of their duties and respectfully decline any offers of gifts or gratuities from those with whom they do business;

C. All disclose or report any actual or perceived conflicts of interest;

D. All comply with all laws and regulations applicable to the City and impartially apply them to everyone;

E. All neither apply nor accept improper influences, favoritism and personal bias;

F. All use City funds and resources efficiently, including materials, equipment and time;

G. All insure that no City resources of any kind are ever used for personal gain.

H. All Recognizing that government must serve the best interest of all citizens, the Employees stand as representatives of responsible government, acting at all times to merit public confidence in themselves and the City of Ormond Beach.

I. All In addition to the foregoing, the Employees of the City of Ormond Beach shall at all times strictly adhere to all applicable provisions of the Code of Ethics for Public Officers and Employees (Part III, Chapter 112, **Florida Statutes**), as amended from time to time.

When any Employee has any doubt as to the personal application of the Code of Ethics, the Employee should discuss the possible conflict with the Human Resources Director. Any Employee wishing to determine whether a proposed activity would be prohibited may document the circumstances of the proposed activity and request an opinion from the Florida Commission on Ethics. Copies of the request and any resulting opinion shall be provided to the Human Resources Director prior to engaging in the activity.

1.0 BASIC PRINCIPLES

1.01 Objective

The objective of this Human Resources Policy is to provide a uniform, comprehensive and efficient system of administering the human resources policies and procedures of the City of Ormond Beach.

1.02 Equal Employment Opportunity

It is the policy of the City of Ormond Beach to provide equal employment and advancement opportunity for all qualified individuals, without regard to race, religion, color, national origin or ancestry, sex, pregnancy (including lactation, childbirth, or related medical conditions), sexual orientation, gender identity, marital status, genetic information (including testing and characteristics), HIV or AIDS (actual or perceived), sickle cell trait, age, physical or mental disability, veteran status, uniformed servicemember status, or any political or union affiliation. The City of Ormond Beach expressly prohibits any form of unlawful harassment or discrimination based on these characteristics or any other characteristics protected by applicable federal, state, or local law.

This policy applies to all terms, conditions, and privileges of employment, including, but not limited to, recruitment, hiring, placement, selection, training, transfer, promotion, discipline, benefits, rates of pay, and termination of employment.

Consistent with its commitment to equal employment, the City of Ormond Beach makes reasonable accommodations for qualified individuals with known legally recognized disabilities, unless doing so would result in an undue hardship. If an employee believes he needs accommodation because of a disability, he should make a request to the Human Resources Director or designee, and the City of Ormond Beach will engage in an interactive dialogue with the employee to determine the best course of action. City of Ormond Beach will also, where appropriate, provide reasonable accommodation for an employee's religious beliefs or practices.

An individual who believes that they or another individual have been subjected to discrimination in violation of this policy should report it pursuant to the Grievance Procedures

described in the City's Sexual and Other Unlawful Harassment policy. If the City determines this policy has been violated, appropriate disciplinary action will be taken.

Retaliation is prohibited against any person by another employee or by the City for reporting proscribed discrimination or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a government enforcement agency. An individual should report any retaliation prohibited by this policy pursuant to the Grievance Procedures described in the Sexual and Other Unlawful Harassment policy. If a complaint of retaliation is substantiated, appropriate disciplinary action will be taken.

1.03 Sexual and Other Unlawful Harassment

The City of Ormond Beach is committed to maintaining a working environment free from all forms of unlawful harassment. The City will not tolerate any form of harassment based on an individual's race, color, religion, gender, pregnancy (including childbirth or related medical condition), national origin, age, or disability, marital status, genetic information or testing, HIV or AIDS (actual or perceived), sickle cell trait, veteran status or other protected status. This commitment extends to all management, supervisors, coworkers, and non-employees present in the workplace, as well as interactions with vendors and business partners.

For purposes of this policy, the term "harassment," includes, but is not limited to, the following: epithets, slurs, stereotyping, jokes, or other written, verbal, graphic, or physical conduct relating to an individual's race, color, religion, sex, national origin, age, disability, genetic information, veteran status, or other protected status. The term harassment also includes sexual advances, requests for sexual favors and other conduct of a sexual nature.

Harassment on the basis of race, color, religion, sex, national origin, age, disability, genetic information, veteran status or other protected status is defined as conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Examples of behavior which could be construed as harassment include, but are not limited to, the following:

A. All Degrading any group or class of people;

B. All Assigning less desirable work or working conditions to members of such protected groups based solely on their group membership; or,

C. All Treating protected individuals in a demeaning fashion.

D. All Sexual Harassment is defined as unwelcome physical or verbal sexual conduct where:

E. All Submission to the conduct is either an explicit or implicit term or condition of employment;

F. All Submission to or rejection of the conduct is used as a basis for employment decisions affecting the person doing the submitting or rejecting; or,

G. All The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of behavior that could be construed as sexual harassment include, but are not limited to:

A. All Explicit or implicit threats to withhold pay increases, benefits or working conditions in exchange for sexual favors or sexual activity;

B. All Promises to improve pay, benefits or working conditions in exchange for sexual favors or sexual activity;

C. All Demands for sexual favors or sexual activity;

D. All Subtle pressure for sexual favors or sexual activity; or,

E. All Deliberate, repeated or unsolicited verbal comments, gestures or physical actions of a sexual nature (i.e., lewd or lascivious remarks and unnecessary touching, patting or pinching).

Any questions regarding either this policy or a specific situation of sexual harassment or other unlawful harassment should be addressed to the Human Resources Director or, in the absence of the Human Resources Director, to the City Manager.

All complaints will be investigated with a commitment to maintaining confidentiality to the maximum extent consistent with a thorough investigation and applicable law.

Each Employee of the City of Ormond Beach is personally responsible for:

A. All maintaining conduct that respects the dignity of others and is free from harassment;

B. All cooperating in the investigation of informal or formal complaints of alleged sexual harassment by providing any information the Employee possesses concerning the matters being investigated; and

C. All otherwise cooperating with the City of Ormond Beach's efforts to prevent and eliminate sexual harassment and to maintain a working environment free from such unlawful discrimination.

Grievance Procedure: The following shall be the procedure for the making and investigation of all sexual or other unlawful harassment complaints:

Step I: Any Employee who believes that the Employee is a victim of unlawful harassment may file a report, in writing or verbally, within ten (10) days of the occurrence, with the Human Resources Director or in the absence of the Human Resources Director, the City Manager, to discuss the Employee's complaint. The City will consider extensions of the ten (10) day period on a case-by-case basis. A meeting will be scheduled with the Employee to discuss their concerns in an informal setting. Although the meeting is informal, a written record will be maintained. The Employee is welcome to provide any evidence that supports their complaint. The Human Resources Director or, in the absence of the Human Resources Director, the City Manager, shall investigate the complaint and issue a written statement of findings to the complainant, within seven (7) working days of the meeting.

Step II: In the event that the Employee is not satisfied with the decision of the Human Resources Director, the Employee shall prepare written objections to the Human Resources Director's decision within ten (10) days of the date of the decision. The objections shall be delivered to

the City Manager who shall schedule a meeting with the Employee within seven (7) working days of receipt of the objections. At this meeting, the Employee will have the opportunity to present evidence supporting the Employee's objections. Following this meeting, the City Manager shall further investigate the matter and issue a written statement of findings to the complainant, within seven (7) working days. If the initial meeting was with the City Manager, the employee may skip Step II and proceed directly to Step III.

Step III: In the event the Employee is not satisfied with the decision of the City Manager, the Employee shall prepare a written appeal from the City Manager's decision within ten (10) days of the date of the decision. The appeal shall be delivered to the Human Resources Director or, in the absence of the Human Resources Director, to the City Manager, who shall forward the appeal to the Human Resources Board. The Human Resources Board will schedule a hearing on the appeal to take place no later than thirty (30) days after receiving notice of the appeal. At the hearing, the Employee shall have the opportunity to present evidence supporting the appeal. The hearing shall be recorded. Following this hearing, the Human Resources Board will issue a written decision on the appeal to the complainant at the conclusion of the hearing.

Step IV: In the event the Employee is not satisfied with the decision of the Human Resources Board, the Human Resources Director or, in the

absence of the Human Resources Director, the City Manager, will inform the Employee of the necessary procedure to file a complaint with the appropriate State and/or Federal agencies. Employees have the right to file a complaint with external entities such as the EEOC or the FHRC at any stage, and doing so can be concurrent with internal proceedings.

Investigative Procedures: The investigation of any complaint of unlawful harassment shall be conducted by the City Manager, or such other person as may be designated by the City Manager. The investigator designated by the City Manager is not required to be an Employee of the City of Ormond Beach.

1. At a minimum, the investigation shall include interviews of the alleged victim, the alleged offender(s) and all individual(s), as reasonably practicable, who have been identified as those with knowledge of the alleged infraction(s). The City shall maintain the confidentiality of the complainant to the maximum extent consistent with a thorough investigation and applicable law.

2. Each investigative file shall document, with specificity: the alleged incident, including the names of the complainant and alleged offender(s); the alleged circumstances, statements and actions made; the precise nature of any disciplinary action taken; and any relief granted to the complainant. The recommendations of the investigator shall become final the day after the deadline for

filing an appeal, and the remedy recommended by the investigator shall be immediately thereafter implemented by the appropriate City official;

3. If the complaint of unlawful harassment is sustained, a copy of the investigative file, together with any supporting documents prepared or received by the investigator, or the investigator's designee, shall be immediately placed in the offending Employee's personnel file;

4. The investigator shall send by mail via FedEx, UPS, or USPS mail with tracking and delivery confirmation, or hand deliver, copies of all written statements and documents related to the complaint, to the individual(s) who are the subject of the investigation and to the City Manager on the date of issuance of the report; and

5. If, during the course of the investigation of the complaint, the complainant or any witness complains of retaliation, the investigator, upon verification of the retaliation, shall recommend, and the City Manager shall order, such interim relief deemed necessary to protect the complainant and the witness(es). Such relief may include, but need not be limited to, discipline or transfer of the offenders and/or transfer of the complainant or witness(es) if requested by the complainant or witness(es).

Penalties and Violations: Any Employee determined to have violated this policy will be subject to appropriate discipline, up to and including the termination.

1.04 Political Activity

No City Employee shall hold office as a member of the City Commission while at the same time continuing as an Employee of the City. No City Employee who is either a person who has the authority to exercise municipal power as provided by the **Florida Constitution**, state laws, or the **City Charter**, or a person who has been delegated the authority to exercise municipal power by a person who has the authority to exercise such power, shall qualify as a candidate for another public office without resigning from the office held, in accordance with Section 99.012, **Florida Statutes**, as amended from time to time.

No City Employee shall:

A. All use his official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof (e.g., no political signs, bumper stickers, etc., shall be displayed on City vehicles or worn by City employees during working hours);

B. All directly or indirectly coerce or attempt to coerce, command, or advise any other officer or Employee to pay, lend, or contribute any part of his salary, or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes; or

C. All directly or indirectly coerce or attempt to coerce, command, and advise any such officer or Employee as to where commodities may be purchased

or to interfere in any other way with the personal right of such officer or Employee.

Nothing contained herein shall be deemed to prohibit any City Employee from suggesting to another Employee in a noncoercive manner that such Employee may voluntarily contribute to a fund which is administered by a party, committee, organization, agency, person, labor union or other employee organization for political purposes; from expressing an opinion on any candidate or issue; or from participating in any political campaign during the Employee's off-duty hours, so long as such activities are not in conflict with this subsection. All City Employees shall retain the right to vote as they may choose and to express their opinions on all political subjects and candidates.

1.05 Conflict of Interest

No City Employee shall:

A. All while acting as a purchasing agent of the City, or as a public officer acting in the Employee’s official capacity, purchase, rent, or lease any realty, goods, or services for the City from any business entity of which the Employee, the Employee's spouse, the Employee's child, or the Employee's spouse's child is an officer, partner, director, proprietor, or in which the Employee, the Employee's spouse, the Employee's child, or the Employee's spouse's child has a material interest;

B. All rent, lease, or sell any realty, goods, or services to the City;

C. All purchase any surplus realty or goods from the City if the Employee had any role in the decision-making process by which such property was originally acquired or declared to be surplus;

D. All accept any compensation, payment, or thing of value when the Employee knows, or with the exercise of reasonable care should know, that it was given to influence a vote or other action in which the Employee was expected to participate in his capacity as a City Employee;

E. All corruptly use or attempt to use his official position or any property or resource which is within his trust, or perform his official duties, to secure a special privilege, benefit, or exemption for the Employee or others;

F. All have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with, the City;

G. All have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between the private interests of the Employee and the performance of the Employee's public duties or that would impede the full and faithful discharge of the Employee's public duties;

H. All disclose or use information not available to members of the general public, and gained by reason of the Employee's official position, for the Employee's personal gain or benefit or for the personal gain or benefit of any other person or business entity.

This Subsection shall be applied and construed in a manner consistent with the Code of Ethics for Public Officers and Employees (Part II, Chapter 112, **Florida Statutes**), as amended from time to time.

1.06 General Provisions

Policies and procedures found by a court or regulatory agency of competent jurisdiction to be in violation of federal, state or local laws or regulations shall be declared null and void. In the event of any conflict between this Human Resources Policy and any duly ratified and executed collective bargaining agreement, the collective bargaining agreement shall control with respect to the area of conflict and to the Employees governed thereby.

1.07 Separability of Provisions

If all or any portion of any provision of this Human Resources Policy is determined to be invalid pursuant to Subsection 1.07, the remaining provisions of this Policy shall remain in full force and effect.

2.0 DEFINITIONS

As used in this Human Resources Policy, unless otherwise defined elsewhere in the Policy:

Anniversary Date means the date of the Employee's initial date of employment with the City;

Appointing Authority means the City Manager of the City;

Appointment means the act of placing an Employee in an established Position;

Board means the Human Resources Board of the City;

City means the City of Ormond Beach, a Florida municipal corporation;

City Commission means the governing body of the City;

Classification Date means the date on which an Employee entered, transferred or was promoted to the Employee's current Pay Grade;

Demotion means a change in the status of an Employee from a Position in a given Pay Grade to a Position in another Pay Grade having a lower salary range maximum;

Employee means any person in the employ of the City who receives a salary or an hourly wage for services rendered to the City;

Exempt Employee means those Employees who are exempt under the provisions of the federal Fair Labor Standards Act;

Full-Time Employee means all Employees hired to fill a full-time, budgeted Position within the organizational structure of the City, whose normal work week is forty (40) hours or more per week;

Lateral Transfer means a movement from a given Position to another Position in the same Pay Grade;

Non-Exempt Employee means those Employees who are not exempt under the provisions of the Federal Fair Labor Standards Act;

Overtime means time worked as defined in the HR Policy and collective bargaining agreements in excess of 40 hours per established workweek. For employees covered under the Fair Labor Standards Act's Section 7(k) exemption, including certain fire protection and law enforcement personnel, overtime is calculated as provided in the collective bargaining agreements;

Part-Time Employee means all Employees whose regularly scheduled work week is less than forty (40) hours; such Employees will be compensated at an hourly rate for all hours worked; such Employees may be eligible for holiday pay and personal leave time, but shall not be eligible for other Employee fringe benefit programs;

Pay Grade means a group of Positions sufficiently similar in general skill level and responsibilities to be assigned to the same pay grade;

Position means an office or employment in the City (whether part-time, full-time, or temporary, or occupied or vacant) composed of specific duties;

Probationary Status means the status of an Employee during the Employee's initial six (6) months' period, or an extended period as hereinafter described, of active, full-time employment with the City; during Probationary Status, an Employee may be terminated without cause, which Termination shall not be subject to the Grievance Procedure of this Human Resources Policy; unless otherwise limited hereinafter, Employees on Probationary Status shall accrue fringe benefits in the same manner as provided to all other City Employees; however, unless authorized by the City Manager due to hardship in exceptional cases, paid leave may not be taken until the Employee has been removed from Probationary Status; Probationary Status shall continue

beyond the initial six (6) months of employment for that number of working days which is equal to the number of working days which the Employee missed during such initial period due to advanced leave, workers' compensation leave, or other period of time during which the Employee was not engaged in the duties of the Position for which the Employee was hired; Probationary Status may also be continued for up to an additional three (3) months in the event the Employee is rated "conditional" or "unsatisfactory" while on Probationary Status;

Promotion means a change in the status of an Employee from a Position in a given Pay Grade to a Position in another Pay Grade having a higher salary range maximum;

Promotional Probationary Status means the status of an Employee during the three (3) months' period, or an extended period as hereinafter described, following the effective date of any promotion; during Promotional Probationary Status, an Employee may be demoted, which Demotion shall not be subject to the grievance procedure of this Human Resources Policy; Promotional Probationary Status shall continue beyond the said three (3) months' period for that number of working days which is equal to the number of working days which the Employee missed during such three (3) months' period due to workers' compensation leave, personal leave, or other period of time during which the Employee was not engaged in the duties of the Position to which the Employee was promoted; Employees on Promotional Probationary Status shall continue to accrue, and may use, fringe benefits in the same manner as they did prior to the promotion;

Reduction in Force means the cessation of an Employee's employment due to the abolition of one or more Positions due to a shortage of funds or work, the elimination of a division or

department, a material change in the duties, operations or organization of a division or department or department, or other reasons as determined by the City Manager;

Regular Status means the status of a Full-Time Employee upon the Employee being removed from Probationary Status, as herein defined;

Reinstatement means the action of returning an Employee to City employment without loss of credited service or other accrued benefits;

Resignation means a voluntary decision by an Employee to leave the employ of the City other than through Retirement;

Retirement means a voluntary decision by an Employee to leave the employ of the City and to begin receiving pension benefits under the applicable pension plan;

Pay and Classification Plan means that plan which has been officially adopted by Resolution of the City Commission and which formally describes the methods, procedures, and salary ranges for compensating employees;

Suspension means an involuntary, temporary period of time which is imposed upon an Employee, during which time the Employee is precluded from performing the duties of the Position which the Employee holds; a suspension may be either with or without pay;

Temporary Employee means all Employees, whether Part-Time or Full-Time, whose term of employment is scheduled to terminate on an agreed upon date; Temporary Employees are not eligible for Employee fringe benefits;

Termination means the involuntary termination of an Employee's employment.

3.0 HIRING AND CHANGE OF STATUS

3.01 Authority to Effect Personnel Action

The authority to appoint, promote, transfer, demote, suspend and terminate all employees shall be vested in the City Manager. The City Manager may authorize any department head to exercise these powers, after consultation with the Human Resources Director, with respect to Employees in that department head's department. All employment actions shall be taken in accordance with Article IV of the City **Charter** and Article II, Chapter 2, of the City **Code of Ordinances**, as amended from time to time, which provisions are incorporated herein by reference and copies of which are attached hereto as Appendix B.

3.02 Nepotism

The City of Ormond Beach is committed to fairness, transparency, and integrity in all hiring and employment practices. City employees are prohibited from influencing the employment conditions (including hiring, promotion, supervision, or termination) of relatives or individuals with whom they have a close personal relationship. It is the policy of the City of Ormond Beach not to hire any relative of an Employee, however, each such qualified applicant will be reviewed based on individual circumstances and potential conflict by the Human Resources Department. For the purpose of this Section, "relative" shall be defined as the Employee's father, mother, stepfather, stepmother, husband, wife, son, daughter, stepson, stepdaughter, brother, sister, stepbrother, stepsister, half-brother, half-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, first cousin, nephew, niece, or any individual whose close personal relationship with the employee is equivalent to a familial relationship.

No Employee may engage in the decision-making process for appointing, promoting, advancing, or supervising relatives. An individual may not be appointed, employed, promoted, or advanced in or to a Position in the City if such appointment, employment, promotion, or advancement has been advocated by an Employee who is a relative of the individual.

Employees are required to disclose any potential conflicts of interest arising from their familial or close personal relationships. The City will review such disclosures and take appropriate actions to manage any conflicts, which may include termination as deemed appropriate. Existing Employees who marry or enter into a familial-like relationship with a colleague must disclose this change to the Human Resource Director. Each case will be reviewed to determine appropriate steps to avoid supervision or direct reporting relationships between relatives, prioritizing the City's operational needs and compliance with applicable laws. The foregoing notwithstanding, no Employee may at any time report to or supervise a relative of the Employee.

In furtherance of the intent and purpose of this Subsection and Subsection 1.03 (the Sexual and Other Unlawful Harassment Policy), Employees are advised to maintain professionalism in workplace interactions, including personal relationships, to uphold the City's values and operational efficiency.

3.03 Selection of Applicants

Any opening in an existing or newly established Position will be posted on the City’s website. All applicants for available Positions shall submit an employment application and additional documents as specified in the applicable job posting. Any person who provides

false information on such application shall be subject to disqualification for the Position or, if the information is discovered to be false after the person becomes an Employee of the City, may be subject to termination of such employment.

Applicants may be required to submit to written and/or oral examinations in order to qualify for job placement. Qualified applicants will be screened and selected in accordance with the City's Equal Employment Opportunity policy and the Americans with Disabilities Act. Veterans' preferences shall be awarded in accordance with the provisions of Chapter 295, **Florida Statutes**, as amended from time to time.

3.04 Job Descriptions

All Positions will have a current job description which lists applicable Position qualifications, essential job functions, duties, and pay grade and range. Selection for positions will align with these descriptions and be conducted in a manner consistent with the City's Equal Employment Opportunity policy.

3.05 Change of Status of Employment

A. Promotions

All current employees will have an equal opportunity to be considered for promotion. Positions will be posted internally to encourage qualified candidates to apply. Candidates must meet the minimum qualifications and demonstrate competency in their current roles for a period of at least six (6) months and be on a non-probationary status. Promotion decisions will be made based on qualifications, performance, and adherence to the City's Equal Employment Opportunity policy. Reemployed or reinstated

veterans shall receive promotion preference in accordance with the provision of Section 295.09, Florida Statutes. In accordance with the City's Equal Employment Opportunity policy, selection for promotions will be based on objective criteria including qualifications, performance, and organizational needs.

B. Demotions

An Employee shall be subject to Demotion under the following conditions:

1. **Skill-based Demotion:** When an employee does not possess the necessary skills for their current role but has the skills required for a role in a lower Pay Grade, a demotion may be considered to better align employee capabilities with organizational needs.
2. **Voluntary Demotion:** At the employee's request and with approval from the Department Director and Human Resources, a transition to a role in a lower Pay Grade may be accommodated if the employee meets the performance standards for the new position and such a position is available.
3. **Position Changes:** If an employee's position is abolished or reallocated to a lower Pay Grade and no equivalent positions are available, the Employee may be demoted.

Documentation for any demotion will clearly state the rationale. Employees demoted under these circumstances may experience a pay adjustment in line with the current Pay and Classification Plan.

C. Transfers

1. From time to time, Employees may be transferred within the organization to align an Employee's skills with the City's operational needs. The decision to make a transfer shall be in the sole discretion of the City Manager, or his designee, aiming to ensure that employees are placed in roles where they can be most productive.

2. When organizational adjustments necessitate employee transfers, every effort shall be made to place affected Employees in Positions which have the same pay grade.

3. In determining suitable transfer opportunities within the organization, the preferences of employees will be taken into account wherever possible.

4. Transfer requests initiated by employees will be evaluated with a focus on matching individuals with Positions where they can excel. Preference shall be given to Employees whose performance consistently meets or exceeds the performance requirements of their current Position(s), according to the records in their official employment file.

In cases where performance records are comparable, other factors such as seniority and operational needs of each department will be considered.

D. Suspension

Subject to the procedures set forth in Section 13, an Employee may be suspended from duty with or without pay for a period to be determined, after consultation with the Human Resources Director, by the Employee's department head or his designee:

1. for disciplinary reasons as a result of misconduct or violation of workplace policies; or

2. pending the investigation of charges where the presence of the Employee at work constitutes a hazard or creates potential liability, either to the City, to other Employees, or to the Employee. If the Suspension was enacted without pay and the investigation does not substantiate the charges, and the Employee is retained, the Employee shall be paid for the period of the Suspension.

4.0 SEPARATIONS

4.01 Abandonment of Position

"Abandonment of Position" is defined as an Employee's voluntary absence from the job for two (2) or more consecutive working days, without approved leave and without intent to return.

In cases of suspected abandonment, the Human Resources Director will initiate a predetermination proceeding pursuant to Section 13.03 of this Policy. This proceeding will consider all relevant facts, including potential extenuating circumstances (e.g., medical emergencies), to ensure fair and equitable treatment in accordance with applicable law.

4.02 Resignations

Advance notice of resignation being beneficial to both the employee and the City, employees desiring to resign from employment with the City are encouraged to provide written resignation to the Human Resources Director ten working days prior to the intended resignation date.

The City Manager, or the designee of the City Manager, may also, in the discretion of the City Manager or such designee, accept a Resignation, order the immediate return of all City property as hereinafter described, and place the Employee on administrative leave through the effective date of the Resignation. On or before the effective date of the Resignation, or as otherwise ordered, the Employee shall return to the Employee's immediate supervisor all City property issued to the Employee. Such property shall include, but not be limited to, books and records, uniforms, keys, and tools. The value of any property not so

returned shall be deducted from the Employee's final City paycheck, provided that the final paycheck will not be reduced below the statutory minimum.

4.03 Retirements

In accordance with general law, Retirement is not mandatory. Nevertheless, any Employee who meets the requirements as established in the applicable Pension Plan Ordinance may submit an application for Retirement to the appropriate Pension Plan Board of Trustees. Such application shall be made in compliance with the applicable Operating Rules and Procedures of the Board to which the application is submitted. If such application is approved, Retirement benefits will be paid in accordance with the applicable Pension Plan.

4.04 Terminations

Subject to the procedures set forth in Section 13, an Employee found to have unsatisfactory performance or who has violated this Human Resources Policy, any federal, state, County, or City law or regulation, or of any administrative order, rule, directive or regulation of the City, shall be subject to Termination of employment.

4.05 Reduction in Force

A. In the event of a reduction in force, an Employees' performance record will be the primary criterion in the determination of which Employees will be laid-off. Should performance records be comparable, the determination of which Employees to lay off will proceed in the reverse order of their seniority in their current Positions. An Employee laid-off from a Position in a higher Pay Grade will have the opportunity to accept a Demotion to

the next lower Pay Grade in the division, or department if no division exists, provided that the Employee is qualified for the Position in that lower Pay Grade at the time of Demotion and has greater City seniority than the least senior Employee in that lower Pay Grade Position. Upon Demotion to a lower Pay Grade Position, the Employee's Classification Date shall be determined by the date of the Employee's Demotion to that Position.

B. Employees will be recalled from being laid-off in accordance with their seniority in the Position from which they were laid-off. No new Employees shall be hired in any Position until all Employees on laid-off status in that Position have had an opportunity to return to work. No laid-off Employee shall retain recall rights beyond eighteen (18) months from the date of the layoff. It shall be the sole responsibility of the Employee to keep the Human Resources Director advised as to the current location and telephone number where the Employee may be reached for recall. Any Employee recalled shall respond within ten (10) working days of the recall notification and shall report to work on the date and at the time and place set forth in the notice. Failure to respond or report as required shall be deemed as an Abandonment of Position.

5.0 COMPENSATION

5.01 Pay and Classification Plan

A Pay and Classification Plan shall be adopted by the City Commission. The Pay and Classification Plan assigns a Pay Grade and corresponding salary range to each Position. Such salary ranges are subject to annual review and may be adjusted as necessary to reflect changes in job responsibilities, economic conditions, or for other legitimate factors. The specific rate of compensation for each Employee will be within the salary range to which the Employee's Position has been assigned. Adjustments in Employee compensation, including raises, do not take effect unless and until they are confirmed in a written document signed by the City Manager, or the designee of the City Manager.

6.0 HOURS OF WORK AND OVERTIME

6.01 Normal Work Week

Forty (40) or more hours shall constitute a normal work week for any Non-Exempt, Full-Time Employee covered by this Policy, except as determined by the respective departments for law enforcement and fire protection employees under section 7(k) of the FLSA. Nothing herein shall guarantee such an Employee payment for a normal work week unless the Employee actually works a normal work week. For the purpose of computing hours worked, scheduled Personal Leave Time under Subsection 8.02, City recognized holidays, and regularly scheduled hours not worked because the employee was on Jury Duty will be considered hours worked. Unscheduled Personal Leave Time under Subsection 8.02, and all other time not worked, whether paid or unpaid, will not be included for the purpose of computing hours

worked. For the purpose of this Policy, authorized compensated leave is defined as leave compensated in accordance with the City's then-existing policy.

6.02 Overtime

A. Overtime hours worked by any Non-Exempt Employee covered by this Policy shall be compensated in compliance with the provisions of the federal Fair Labor Standards Act.

B. All overtime work must be recorded accurately. Working Overtime without recording the time (**i.e.**, working "off the clock") and working Overtime without prior authorization by the department head, or the designee of such department head are strictly prohibited. Violations will result in disciplinary action, up to and including Termination of employment.

C. Non-Exempt, Full-Time Employees are expected to work overtime as assigned, subject to operational needs of the City. The City will provide advance notice of overtime assignments whenever practicable. Exemptions may be granted by the department head or their designee under circumstances such as health issues, personal emergencies, or other significant commitments that cannot be altered. These exemptions will be evaluated on a case-by-case basis to ensure fairness and consistency. Refusal to accept an Overtime assignment, without a valid exemption, may be considered cause for disciplinary action.

D. To the extent reasonably possible, opportunities for Overtime will be equitably rotated among qualified Non-Exempt Employees.

6.03 Emergencies

If, in the sole discretion of 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 Policy may be suspended by the City Manager during the duration of the declared emergency; provided, however, that the rates of pay and monetary fringe benefits shall not be suspended.

6.04 Compensatory Time

A. A Non-Exempt Employee, with the prior consent of such Employee's division (if applicable) or department head, may voluntarily take compensatory time off in exchange for Overtime compensation during any work week in which the hours worked, as defined under Section 7.0 of this Policy, would otherwise require Overtime compensation under the provisions of the federal Fair Labor Standards Act. No employee may be forced to use accrued compensatory time at particular times.

1. All compensatory time in lieu of pay shall be credited to such Employee at one-and-one-half hours (1½) hours of compensatory time for each Overtime hour worked.

2. No Employee may accrue more than 240 hours of compensatory time. This 240-hour limitation represents no more than 160 hours of actual Overtime worked.

B. A Non-Exempt Employee who has accrued compensatory time may request the use of such compensatory time by notifying such Employee's department head, or the designee of such department head, in writing of the desire to use accrued compensatory time. Such Employee and such Employee's department head, or the designee of such department head, shall schedule the use of the accrued compensatory time. Such department head, or the designee of such department head, shall allow the accrued compensatory time to be used within a reasonable period after receipt of the request, which is hereby defined as being within two (2) weeks of receipt of the request, provided that the use of such compensatory time does not unduly disrupt the operations of the division or department. Compensatory time may not be used as a means of avoiding the payment of statutory Overtime compensation.

C. A Non-Exempt Employee who has accrued compensatory time shall be encouraged to use the accrued compensatory time before using any accrued personal leave time.

D. The City may, at its option and at any time, pay an Employee cash in order to reduce or eliminate accrued compensatory time being carried by such Employee on City records. All such cash payments shall be made at the Employee's regular rate of pay at the time such Employee receives the cash payment, and will be subject to all legally-required payroll tax deductions.

E. When a Non-Exempt Employee leaves the employ of the City for any reason, all unused compensatory time shall be paid to such Employee at the higher of:

1. the average regular rate of pay received by such Employee during the last three (3) years of such Employee's employment with the City; or

2. the final regular rate of pay received by such Employee as an Employee of the City.

F. In the event a Non-Exempt Employee works Overtime in a work week in which compensatory time is used, the amount paid for compensatory time will not be included in the Employee's straight time rate for the purpose of Overtime calculations during that week.

G. It is intended that the provisions of this Subsection be in compliance with the compensatory time requirements of the federal Fair Labor Standards Act and the rules and regulations promulgated thereunder, as the same exist on the date of the adoption of this Policy.

6.05 Record Keeping

Non-Exempt Employees must personally record the number of regular and overtime hours worked each work week and certify that they have accounted for all hours they worked during the week. Exempt Employees will maintain an accurate record of their use of accrued leave and similar absences. All such records will be transmitted periodically to the Payroll Division of the Finance Department as required by applicable administrative regulations.

Falsification of any such record shall be grounds for disciplinary action including, without limitation, termination of employment.

7.0 LEAVE POLICY

7.01 Holiday Leave

The following holidays will be observed by the City:

New Year's Day

Martin Luther King, Jr., Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

In addition, the City will designate one (1) floating holiday which will be observed during each fiscal year.

A. All Full-Time Employees will receive eight (8) hours off with pay at their straight time hourly rate for each holiday. All Part-Time Employees will receive four (4) hours off with pay at their straight time hourly rate for each of the holidays.

B. In order to qualify for holiday leave, an Employee must be at work or on approved leave on the regularly scheduled working day immediately prior to the holiday and the regularly scheduled working day immediately following the holiday.

C. An Employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with Personal Leave Time for that day.

D. Employees on scheduled personal leave, special or emergency or annual military leave, must use the holiday on the same day that it is earned.

E. When a holiday falls on a Saturday, it will be observed on the preceding Friday; when on a Sunday, it will be observed on the following Monday

F. Employees assigned and scheduled to work on a holiday and who in fact do work, shall receive their pay for all hours worked that day plus eight (8) hours pay for the holiday if a Full-Time Employee, and four (4) hours if a Part-Time Employees.

7.02 Personal Leave

A. Employees shall be eligible to use paid Personal Leave Time after completing the probationary period, with accrual beginning from their date of hire.

B. Personal Leave Time shall accrue at the following rates, for each full calendar month of service:

1st year thru 4th year of employment	Twelve (12) hours per month
5th year thru 9th year of employment	Fourteen (14) hours per month

10th year thru 14th year of employment	Sixteen (16) hours per month
15th year thru l9th year of employment	Eighteen (18) hours per month
20th year and thereafter of employment	Twenty (20) hours per month

Personal Leave Time may not be used prior to accrual.

C. Following the completion of probation, Personal Leave Time may be used as accrued, provided that the Employee request leave following current procedures to the department head or the department head's designee at least three (3) calendar days in advance of scheduled use. The day the request is approved and the requested day off will both be counted as one of the three days. The department head or his designee shall determine the time when Personal Leave Time may be taken. Such scheduled Personal Leave Time will be considered as "time worked" for the purposes of computing time worked for overtime purposes.

D. In the event of an emergency, such as personal or family illness, or other unforeseen emergency, no advance approval for the use of Personal Leave Time will be required. In order to maintain service, 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. To allow for scheduling, Employees shall notify management of an absence under this subsection as soon as possible, but no later than 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 advise the Employee of the perceived abuse, and if the abuse continues, the City reserves the right to refuse to permit the abusing Employee to charge subsequent unscheduled leave to Personal Leave Time. Any subsequent unscheduled leave will be taken without pay and may be subject to disciplinary action. Unscheduled Personal Leave Time is leave that is not approved in advance in accordance with subsection (C) and will not be considered as "time worked" for the purposes of computing time worked for overtime purposes. Requests for unscheduled Personal Leave Time which are not related to an illness or other emergency may be denied by the Employee's supervisor.

E. Personal Leave banks cannot exceed 520 hours as of an employee's anniversary date of service with the City. Hours in excess of 520 at an employee's anniversary date, and every anniversary date thereafter, will be automatically forfeited.

F. Employees 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 paragraph will be deducted from the employee's bank as of the date payment is made.

G. Upon separating from the City, any 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 Leave.

7.03 Professional Leave

Professional Leave Time with pay may be granted, at the discretion of the Employee's department head, to cover absences of Employees attending job-related conferences, workshops, seminars or educational classes. Costs incurred for participation by the Employee will be the responsibility of the Employee, unless the costs are within the budgetary allowances of the City. Requests for professional leave time must be submitted in advance and approved by the Employee's department head.

7.04 Disability Leave with Pay

Employees who sustain a workers' compensation covered lost-time injury may request to apply accrued Personal Leave hours in order to obtain full base pay while absent from duty for medical reasons related to their injury. In no case shall the sum of the amount of paid workers' compensation and the amount of paid personal leave or other pay hours exceed the Employee's base pay for that period.

7.05 Military Leave

A. Annual Military Leave

Employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, including the Florida National Guard, shall be entitled to a leave of absence from their respective duties without loss of Personal Leave, pay, time, or efficiency rating, on all working days during which they are engaged in training ordered under the provisions of the United States Military or Naval training regulations for such personnel when assigned to active or inactive duty. Leaves of absence granted under the provisions of this Section shall not exceed twenty (20) working days in any one calendar year. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and shall be granted by the City and, when so granted, shall be without loss of time or efficiency rating.

For Employees whose working day is a shift measured in hours, each 12-hour shift or less shall equate to one (1) working day leave of absence. Shifts over 12 hours and up to 24 hours shall equal two (2) working days leave of absence.

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such order

or statement must accompany the formal request for military service leave at least two (2) weeks in advance.

For the twenty (20) working day leave of absence, the City will issue a regular pay check to the employee.

B. Inactive Duty Training (Weekend Drills)

Employees who are members of the Armed Forces Reserve or the National Guard or Florida National Guard may use military service leave, covered under the annual 20-day military leave allowance, to attend inactive duty training drills as required. Evidence of membership in the applicable organization shall be provided to the Department Director by the Employee. Requests for such absences from work can be made by the Employee either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement.

C. Recall to Active Military Duty

Any full-time Employee who is a member of a reserve component or the National Guard, including the Florida National Guard, who is ordered to active duty to fulfill a primary or an emergency military obligation, will be granted military service leave of absence for the period of time provided in this Section. Employees who are required by appropriate military orders to respond to emergency duty will be placed on military service leave without loss of pay for a period not to exceed thirty (30) working days in any one (1) calendar year. The thirty (30) working days as provided in this

Section are separate from the time provided for annual military service leave. Upon expiration of the thirty (30) working days, such employees shall be paid an amount necessary to bring their total pay, inclusive of their military pay, to the level earned as a City employee at the time called to active military service. Such payments shall not be made for longer than six (6) calendar months following the initial thirty (30) calendar days from the date the employee is called to active military service. The employee shall provide verification of military earnings in order to calculate the amount due, if any.

If an Employee is covered by a City-sponsored insurance plan(s) at the time the military service leave of absence begins, the City will continue such insurance coverage as if the employee were at work for the same period (30 working days plus 6 calendar months) that the Employee qualifies for supplemental pay as outlined above. The Employee will continue to be responsible for dependent coverage, if applicable.

All other benefits shall continue to accrue in the same manner as if the employee were present and working during this period (i.e.: leave accruals, retirement contributions, pay increases that occur while on active military duty, etc.).

With respect to any Employee whose working day consists of a shift measured in hours, each such 12-hour shift or less shall equate to one (1)

working day leave of absence. All other shifts over 12 hours and up to 24 hours shall equal two (2) working days leave of absence.

D. Induction or Enlistment into Military Service

Any full-time Employee who enlists, is drafted, or inducted into the armed forces for active duty, shall be granted a military service leave of absence for the initial period of enlistment. Employees may use Personal Leave Time during military service, if the leave was accrued prior to service. All monies due the Employee (i.e.: unused personal leave, holiday time etc. shall be paid at the time of the Employee's leaving City employment to enter active military service.

If the Employee is covered by a City-sponsored health insurance plan at the time the military service leave of absence begins, the City will offer continuous coverage for up to 18 months during the military service. If the military service does not exceed 31 calendar days, the City will continue to pay its regular share for the coverage. If the military service extends beyond 31 calendar days, the Employee shall pay the cost of the continued coverage (an amount not more than 102% of the full premium under the plan).

E. Reinstatement from Military Service

Upon termination from active military service, a former Employee who wishes to return to City employment must report for reemployment: on the next regularly scheduled workday following the completion of military

service, provided at least eight (8) hours have elapsed, if the length of military services was less than 31 calendar days; no later than 14 calendar days following the completion of military service, if length of military service was at least 31 calendar days, but less than 181 calendar days; no later than 90 calendar days following the completion of military service, if the length of military services was more than 180 calendar days;if the former employee is convalescing or is hospitalized from an injury caused by military service, the aforementioned time periods may be extended for up to two (2) calendar years.

The former Employee shall provide the Human Resources Director with documentation to establish the timeliness of the Employee's request for reemployment. However, if such documentation is not immediately available, the Employee shall be reemployed until the documentation is available.

If the former Employee had fewer than 91 calendar days of military service, the City will re-employ the former Employee in the same Position the individual would have attained if he or she had been continuously employed. If the individual is not qualified for the Position, the individual will be re-employed in the same Position he or she held prior to military service.

If the former Employee had over 90 calendar days of military service, the City may offer a Position with the same seniority, status, and pay as the

Position that the individual held before military service, if the former Employee's previous Position is unavailable.

If a former Employee returns with a service-connected disability, not qualified for employment in the Position held before military service, the City will offer a Position of similar seniority, status, and pay for which the former Employee is qualified (with reasonable accommodation by the City).

A former Employee who is re-employed in accordance with the foregoing provisions may not be discharged except "for cause" for a period of one (1) calendar year, if the Employee was in military service for over 180 calendar days. If the term of service was less than 181 calendar days, but more than 30 calendar days, the City may not discharge the former Employee except "for cause" for a period of six (6) calendar months.

It is intended that the provisions of this Subsection E be construed and applied in a manner which is consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994.

7.06 Leave of Absence Without Pay

A. Duration and Approval

Employees may request a leave of absence without pay for absences in excess of thirty (30) calendar days, but not in excess of six (6) months. Such requests must be approved by both the department head and the City Manager.

Department heads must submit a memo to Human Resources placing an Employee on a leave of absence for any period of leave without pay which exceeds thirty (30) consecutive days. The leave of absence will be effective beginning with the first day of the absence. Leave without pay includes excused absences for sickness or injury without accumulated sick leave and other excused absences without pay.

Extensions to authorized leaves of absence must be requested and approved in writing by the Employee's department head and the City Manager. Failure to return to work at the expiration of an approved leave shall be considered as an Abandonment of Position and acted upon accordingly.

B. Employee's Responsibility

An Employee granted a leave of absence must keep the Employee's department head and Human Resources informed every month of the Employee's current activity (school, medical, military, etc.).

An Employee on a leave of absence must keep the Employee's department head and Human Resources advised of any change in the Employee's current address.

An Employee who accepts either part or full-time employment elsewhere while on an authorized leave of absence is required to notify the Employee's department head and Human Resources in writing within three (3) calendar days of accepting such other employment.

Failure to comply with the above requirements may result in the Employee's being removed from leave of absence status, in which case the Employee must return to duty or be deemed to have abandoned the Position.

C. Reinstatement from Leave of Absence

Employees returning from a medical leave of absence may be required to submit a doctor's statement to Human Resources, certifying their ability to return to work.

An Employee granted a leave of absence shall be returned to the Employee's former Position if the leave is less than ninety (90) calendar days, unless circumstances have so changed as to make it impossible or unreasonable to do so.

Except as otherwise provided by the Family and Medical Leave Act, an Employee granted a leave of absence in excess of ninety (90) days shall be permitted to return to work provided a vacancy exists in the Employee's prior Position. If such vacancy does not exist, the Employee shall be terminated.

An Employee granted a leave of absence who wishes to return to work before the leave period has expired shall obtain approval from the department head and Human Resources prior to returning to work

Employees reinstated to their prior Position from a leave without pay shall be entitled to receive their prior rate of pay in addition to any general pay increases applicable to their Position.

No personal leave, holiday leave or any type of seniority will be earned by an Employee for the time that the Employee is on a leave of absence without pay, except for qualified leave under the Family and Medical Leave Act and Military Leave as provided for under this policy.

An Employee who desires to maintain health insurance coverage may do so by paying the total cost of the applicable group insurance premium.

7.07 Family and Medical Leave Act Leave

A. Administration of the Family and Medical Leave Act of 1993

All requests for use of the Family and Medical Leave Act of 1993 ("the Act") by eligible Employees shall be made to the Human Resources Department on forms established by the Human Resources Director. All requests for family and medical leave shall be in accordance with the provisions of the Act. Eligible Employees shall be entitled to family leave in accordance with the Act and this Policy. An employee who has worked for the City for at least 12 months, and worked at least 1,250 hours during the immediately preceding 12 months and, meets the leave purpose requirements outlined below is eligible under the Act. The Human Resources Department is authorized to take whatever steps it deems necessary to administer the Act.

B. Leave Purposes

An eligible employee may receive up to 12 workweeks of FMLA during any 12-month period, measured forward from the date any employee's first FMLA leave begins, for any of the following qualifying events:

1. to bond with the employee's newborn child;
2. to bond with a child placed with the employee for adoption or foster care;
3. to care for the employee's spouse, child, or parent with a serious health condition;
4. because of a serious health condition that makes the employee unable to perform the functions of the employee's job; and,
5. because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on (or has been notified of an impending call to active duty) covered active duty in the Armed Forces.

A qualifying exigency may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

An eligible employee may receive up to 26 workweeks of FMLA during any single 12-month period to care for a covered servicemember if the

employee is the spouse, child, parent or next of kin of the servicemember. The single 12-month period shall be measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins. A covered servicemember is:

1. a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or

2. a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

For purposes of the City's FMLA policy and in keeping with the language of the FMLA, a serious health condition is an illness, injury, impairment, or physical or mental condition consisting of:

1. inpatient care of an overnight stay in a hospital, hospice or residential medical care facility or any subsequent treatment in connection with such inpatient care; or,

2. continuing treatment by a health care provider that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities and involves incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-term conditions, conditions requiring multiple treatments and absences attributable to incapacity that are not otherwise covered. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

C. Substitution of Paid Leave

FMLA is unpaid. Notwithstanding any other provision of this Policy to the contrary, the City shall require an eligible Employee to substitute any accrued personal leave, which will charge against the Employee's outstanding FMLA entitlement. Any accrued personal leave will run concurrently with FMLA and will not extend the amount of leave time the employee has available.

Nothing contained herein shall be construed to require the City to pay benefits in any such situation in which the City would not normally provide paid leave.

D. Leave Taken Intermittently or on a Reduced Leave Schedule.

An eligible employee need not use his leave entitlement in one block. When medically necessary, an employee may take intermittent FMLA or a reduced work schedule. The employee will be required to provide evidence (e.g., a Certification of Health Care Provider) that intermittent leave is medically necessary. Leave due to qualifying exigencies may also be taken on an intermittent basis.

E. Accrual of Benefits.

Notwithstanding any other provision of this Policy to the contrary, any eligible Employee who takes family leave in accordance with the provisions of the Act without pay shall not be entitled to the accrual of any seniority or employment benefits during any period of leave or any right, benefit or Position of employment other than any right, benefit, or Position to which the Employee would have been entitled if the Employee had not taken the leave. However, health insurance coverage will be maintained under the same conditions as if the employee continued to work.

F. Recoupment of Medical Insurance Costs.

Should an employee not return to work following FMLA leave, the City Attorney is authorized to take whatever legal action that is necessary to

recoup health insurance costs incurred by the City during the time that the Employee took the family leave.

G. Spouses Employed by the City.

When both spouses are employed by the City, they are jointly entitled to a total of 12 workweeks of FMLA leave within any 12-month period if the leave is taken for the birth, adoption, or foster care placement of a child, or to care for a parent with a serious health condition. This means that together, the husband and wife may only take a combined total of 12 weeks for these specific circumstances. This policy does not preclude the City Manager's discretion to grant additional unpaid leave.

H. Requesting FMLA.

When leave is foreseeable, an employee must attempt to schedule leave so as not to disrupt City's business operations and must provide notice to the employee's direct supervisor and Human Resources at least 30 days in advance of the commencement of leave. Within 15 business days after notice is given, the employee must complete and submit an FMLA request form and the appropriate Certification form to the Human Resources Department.

When medical or military conditions make 30-days advance notice impossible, an employee must provide notice as soon as practicable and must comply with the City's normal call-in procedures and notify the employee's direct supervisor and Human Resources. Within 15 business

days after leave begins, the employee must complete and submit an FMLA request form and the appropriate Certification form to the Human Resources Department.

When completing required FMLA forms, an employee must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. This may include that an employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the City if the requested leave is for a reason for which FMLA was previously taken or certified.

If an employee fails to provide the City with a complete and sufficient certification, and an appropriate opportunity to cure any deficiencies has been provided, the City may deny the employee's taking of FMLA.

I. Returning from FMLA.

An employee is requested to contact Human Resources at least 2 weeks prior to the end of his leave to inform the City of the employee's availability to return to work. When appropriate, the City will require medical certification before an employee returns to work, and may also require on-going medical certifications from an employee on leave due to his own or a family member's serious health condition. An employee's

failure to return from leave, or failure to contact the employee's direct supervisor on his scheduled date of return, will be considered a voluntary resignation.

All required FMLA forms are available from and must be returned to the Human Resources Department**.** Employees should refer any additional questions regarding the FMLA to Human Resources or refer to the DOL's website at www.wagehour.dol.gov.

7.08 Paid Bereavement Leave

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 with pay. For a death that requires out of state travel, two (2) additional days will be allowed. These days will not be charged against any other leave time.

The City agrees that the "immediate family" shall be defined as: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, grandparents and grandchildren. If the Employee was raised by someone other than one of the persons listed, the Employee may request the leave as though the Employee had been reared by one of the persons listed.

For additional bereavement leave, unscheduled Personal Leave Time may be granted.

7.09 Leave for Victims of Domestic Violence or Sexual Violence

In keeping with applicable Florida law, the City provides unpaid leave to eligible employees who are victims of domestic violence or sexual violence. An employee is eligible for

such leave if: he has completed 3 months of employment with the City; the employee or a family or household member of an employee is the victim of domestic violence or sexual violence; and, the leave is sought for a specific reason related to domestic violence or sexual violence. An eligible employee may take up to 3 working days of leave within a "rolling" 12-month period, measured backwards from the date of any leave.

For purposes of this Policy, "family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

An employee should speak with Human Resources as soon as he becomes aware that he may need to request leave under this Policy. The City will keep all information relating to an employee's request for such leave confidential. Except in cases of imminent danger to the health and safety of the employee or the employee's family or household member, an employee should provide advance notice of his need for leave. The City may require employees to provide appropriate documentation of the need for leave, *e.g.,* court documents or a doctor's note.

When leave is taken, the City will first substitute for unpaid leave any accumulated paid leave which will be charged against the employee's outstanding unpaid domestic violence or sexual violence leave entitlement.

7.10 Unpaid Voting Leave

The City believes that each employee should exercise his right to vote in federal or state primary, general or special elections. All City employees who are registered voters and who do not have at least three hours of available time while the polls are open are entitled to take up to two hours off from work to vote. The City encourages all employees to make every effort to vote during non-working hours whenever the operating times of polling stations allow, thereby minimizing the impact on City operations.

To ensure minimal disruption to City services, employees planning to take time off from work under this policy are required to notify their direct supervisors at least two business days in advance of Election Day.

Employees may use available paid time off if they wish to be paid for leave under this policy; otherwise, time off under this policy is generally unpaid, unless paid voting leave is required by applicable law.

The City strictly prohibits retaliation against any employee who requests or takes leave under this policy. Any instances of perceived retaliation should be reported to the Human Resources Department immediately.

7.11 Jury and Witness Duty Leave

The City encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they respond to a jury service summons or subpoenas, attend court for prospective jury service or serve as a juror.

Employees must provide their supervisor with notice of any jury summons or subpoena on the next day they return to work after the receipt of the summons or subpoena. Verification from the court clerk of having served may be required.

The City also will not terminate an employee based on an absence resulting from compliance with a subpoena to appear as a witness or based on the nature of the person's testimony.

Time spent engaged in attending court for prospective jury service or for serving as a juror is not compensable except that exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty. However, employees have the option to utilize any available personal leave for this purpose.

7.12 Civil Air Patrol Leave

In accordance with Section 252.55, **Florida Statutes**, as amended from time to time, eligible employees who are members of the Civil Air Patrol will be allowed up to 15 days of unpaid leave annually for the purpose of participating in Civil Air Patrol training or missions. Employees will not be required to use accrued personal leave or any other type of accrued leave prior to taking unpaid Civil Air Patrol leave, but may choose to use such benefits.

Employees are eligible for leave if they are senior members of the Florida Wing of the Civil Air Patrol with at least an emergency services qualification and have worked for the City for at least 90 days prior to the start of leave**.**

The City will not terminate, reprimand or otherwise penalize a Civil Air Patrol member because of his or her absence due to the use of Civil Air Patrol leave. Employees must

promptly notify the City of their intent to return to work following the completion of Civil Air Patrol leave.

Employees returning from Civil Air Patrol leave will receive the seniority they had as of the date their leave began, and any other rights and benefits they would receive as a result of such seniority. Employees returning from Civil Air Patrol leave will also receive any additional seniority they would have attained if they had remained continuously employed, and any other rights and benefits they would receive as a result of such seniority.

Civil Air Patrol members returning to work from leave will not be terminated for a year after the date the employee returns to work, except for cause.

8.0 SAFETY AND WORKERS' COMPENSATION

8.01 Safety Program

The City has established and will maintain a comprehensive safety program, including a Workplace Safety Committee under Section 442.012, **Florida Statutes**, and Chapter 38I-74, **Florida Administrative Code**, as amended from time to time.

8.02 On-The-Job Injuries

Work-related accidents and injuries, no matter how small, must be reported to the employee's supervisor immediately. Following a work-related injury, an employee is required to return to work as soon as possible.

8.03 Workers' Compensation for Injured Employees

Workers' compensation is provided in accordance with applicable law. To the maximum extent permitted by applicable law, qualifying workers' compensation leave will be charged against an employee's Family and Medical Leave entitlement.

When an Employee sustains an injury resulting in lost time from work and has accrued personal leave, the employee may request this leave in order to obtain pay while absent from duty due to an injury as provided in items A through D of this Subsection. The combined total of workers' compensation benefits and personal leave used will not exceed 100% of the employee's regular base pay for the affected period.

A. Employees will receive their full wages for the day an on-duty injury occurs if the injury results in disability, or for the portion of the day spent receiving medical treatment.

B. If the injured Employee cannot return to work on the Employee's next shift or normal workday, the injury will be considered a disability, with the disability starting immediately following the day of the injury, whether it be a weekday, weekend or holiday. Disability shall be counted by calendar days.

C. Consistent with the Florida Workers' Compensation Act, wage replacement benefits commence after a seven (7) day waiting period of disability. Should the disability exceed twenty-one (21) days, compensation will be retroactively applied from the first day of disability.

D. An Employee who has experienced a disability resulting from a compensable injury may request the use of accrued personal leave which, together with the payment of workers' compensation monies, will provide the Employee with a salary equivalent to the Employee's normal schedule of hours at the Employee's straight time rate of pay. The amount of such accrued leave granted an Employee shall be based upon an Employee's receiving workers' compensation monies from the first day of disability. If the Employee returns to work before exceeding 21 days of disability, accrued leave may then be granted the employee to allow the amount that would have been provided under the first seven (7) days' provision of the Workers' Compensation Act as explained in Paragraph C above.

9.0 TRAINING

In-service training may be provided to assist Employees in performing their assigned duties. Staff meetings for Employees will be held at the discretion of the City Manager and/or department/division heads to exchange information and to improve performance.

10.0 PERFORMANCE RATINGS

10.01 General Policy

Each Employee's work performance will be evaluated in writing periodically by the Employee's immediate supervisor. The purpose of these evaluations is to provide constructive feedback on the Employee's progress and identify areas for improvement. In addition, such

performance evaluations will be used to assess each Employee's potential for advancement and will be a major factor in employment actions.

10.02 Frequency of Performance Ratings

New Employees, as well as those who have been promoted, demoted, or transferred, will undergo performance evaluations as deemed necessary by their performance but at least at the end of their probationary period. Should a probationary period be extended, a second written evaluation will be performed at the termination of extended probationary period.

All other Employees will be evaluated at least annually.

10.03 Special Performance Ratings

An Employee's job performance may warrant a special evaluation at any time, as determined by their immediate supervisor, especially if their performance is exceptionally outstanding or unsatisfactory.

10.04 Rating Procedure

Evaluations will be carried out by the employee's immediate supervisor using standardized forms approved by the Human Resources Director. Each Employee shall have their evaluation reviewed with them in its entirety.

At the conclusion of the review of the evaluation form between the Employee and the Employee's supervisor, both the Employee and the supervisor shall sign the evaluation form. The Employee’s signature does not indicate agreement with the evaluation but rather only indicates that the evaluation was reviewed with the Employee. If the Employee refuses to sign, such refusal will be so noted. Employees who disagree with the evaluation of their performance

as set forth in the evaluation shall be allowed to prepare a written statement of their objections and other comments, if any, and include such statement as an official part of the evaluation.

All completed and signed evaluation forms, including statements of Employee objections thereto, if any, will be filed in the affected Employee's official employment file.

11.0 EMPLOYMENT FILES

11.01 General Policy

An official employment file shall be maintained for every Employee and shall contain complete information pertinent to the Employee's employment, including dates of employment, classification change(s), pay change(s), disciplinary action against such Employee, awards received, and all periodic performance evaluations.

11.02 Inspection of Files

Employees shall have the right to inspect their own official employment file. The Employee shall have the right to request copies of documents within their file, consistent with the City's normal policy and payment for such copies under the Public Records Act, Florida Chapter 119.

11.03 Responses

Employees shall have the right to submit a written response to any disciplinary action, reprimand, or other significant disciplinary document added to their official employment file. Employees will be notified through the disciplinary process of any addition to their file and are given a ten-calendar-day window from the date the Employee becomes aware, or should have become aware, of the inclusion of such document in the Employee’s file. At the Employee's

request, any such written response shall be included in the Employee's official employment file together with the letter of reprimand or other document against which it is directed.

11.04 Confidentiality

While recognizing the public's right to access records under Florida Chapter 119, the City is equally committed to safeguarding the privacy of its Employees to the fullest extent the law allows. Efforts will be made to inform the Employees of any external requests to view or obtain information contained in their employment file..

12.0 GRIEVANCES

12.01 General Policy

A. Right of Employees

Employees shall have the right to present grievances, whether individually, as a group, or through a designated representative; without fear of restraint, interference, discrimination, and reprisal. Such grievances shall be presented only through established lines of authority as hereinafter set forth. Recognizing the importance of addressing workplace issues promptly while also ensuring Employees have sufficient time to understand and act upon their concerns, ll grievances must be submitted in writing within ten (10) calendar days of the event or action giving rise to the grievance. The City will consider extensions of the ten (10) day period on a case-by-case basis.

B. Election of Remedies

For matters eligible for review by the Human Resources Board and under the Grievance and Arbitration Procedure Article of a Collective Bargaining Agreement, employees must choose the preferred process. Once a choice is made, the alternative process is foreclosed for that issue. An “issue” under this Section means an issue arising out of a single occurrence or set of events.

C. Supervisory Responsibility

Supervisors at all levels shall receive and act promptly on Employees' complaints. However, if the grievance concerns the supervisor, employees may bypass this step and directly approach the next higher level of management or the Human Resources Department to ensure a fair and impartial review.

D. Lines of Authority

Grievances of Employees, in order to be considered, shall be presented in the following manner:

Step 1 The Employee shall first discuss the grievance with the Employee’s immediate supervisor within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the Employee becomes aware 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) calendar day period shall commence immediately upon the Employee's return from such compensated leave. Step 1 shall be on an informal and oral basis, and shall not involve any representative of the Employee, unless requested by the Employee. The immediate supervisor shall render a decision within five (5) calendar days after presentation of the grievance. Any resolution of an oral grievance under this Step must be approved by the department head before the resolution is binding on the City. If the grievance is not resolved, the grievance may be appealed to Step 2 within five (5) days of disapproval.

Although the grievance process typically begins with an informal discussion with the immediate supervisor, in cases where the grievance involves the supervisor, the Employee may start the grievance process at Step 2 by filing a written grievance with the division head or directly with Human Resources.

Step 2 Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the Employee and shall be filed with the Employee’s division head, if any. Such grievance shall be presented to the division head in writing, within five (5) calendar days of the date of completion of Step 1. The division head shall, within five (5) calendar days after receipt of the grievance, render a written decision on the grievance.

Step 3 Any grievance which cannot be satisfactorily settled with the division head shall next be submitted to the department head, either through the Employee Representative and the Employee or by solely the Employee, at the Employee's option. The grievance as specified in writing in Step 2, shall be discussed by and between the Employee and/or the Employee Representative and the department head within five calendar (5) days after the completion of Step 2. Within seven (7) days after this discussion, the department head shall render a decision in writing.

Step 4 Any grievance not satisfactorily settled at Step 3 may be appealed to the City Manager within five calendar (5) days from the date the department head has rendered a decision. This appeal shall be submitted in writing and a copy of the original written grievance must be attached. The City Manager shall render a decision within seven (7) calendar days of receipt of the appeal. The decision of the City Manager on the grievance shall be final and may not be appealed to the Human Resources Board.

12.02 Items which may be the subject of a grievance

Employees may submit a grievance on any action or failure to act on the part of the City relative to alleged violations of this Policy. Changes in the status of employment as defined herein below shall be considered under the predetermination procedure.

12.03 Demotions; Suspensions; Terminations

Prior to the Demotion, Suspension, or Termination of any Employee, the City shall give the Employee written notice and conference as is hereinafter provided.

A. Predetermination Procedures; Notice; Form; Delivery

Except in the extraordinary situations described in Subsection 12.03E, the Employee shall be given notice of the proposed action in time for the notice to be received by the Employee at least two (2) calendar days prior to the date the action is to be taken.

The notice shall be in writing and may be mailed to the Employee via FedEx, UPS, or USPS mail, with tracking and delivery confirmation, or delivered personally to the Employee who must sign and date a receipt acknowledging the notice. If the Employee refuses to sign and date the receipt, the person responsible for delivering the notice shall sign and date the receipt as an indication that the Employee has so refused. A mailed notice, with confirmed delivery, shall constitute full and complete notice even if the mail is refused or ignored by the Employee.

The notice shall be signed by the City Manager, or the City Manager's designated representative, and shall include the following:

1. The date the City proposes to take final action.

2. The charges or reasons for the action.

3. A statement advising the Employee that a conference will be held prior to the proposed effective date of the action, at the time and place specified in the notice.

4. A statement that the City is sincere in its desire to reduce the risk of error in taking the disciplinary action against the Employee and to avoid a wrongful damaging of the Employee's reputation by untrue or erroneous charges, and therefore, the City is sincerely interested in receiving and considering the Employee's response.

5. A copy or summary of Subsection 13.03 shall be enclosed with the notice.

B. Conference

The conference shall be conducted by the City Manager, or the City Manager's designated representative(s).

The person conducting the conference shall convene the conference at the time and place specified in the Notice; shall identify himself, the Employee, and all other participants; and shall explain that the purpose of the conference is to hear the Employee's side of the charges so as to protect the Employee from erroneous or arbitrary adverse action, and that the City's further purpose is to afford the City an opportunity to reevaluate its position after reviewing the information presented by the Employee and to affirm or alter its action as may be warranted.

The conference shall be informal and shall not be in the nature of an evidentiary hearing. The Employee may bring an attorney or qualified representative to assist and advise the Employee, but discovery, cross-examination, and similar legal procedures are not permissible.

The Employee shall be permitted to submit relevant information, orally or in writing, or both, with the privilege being reserved to the City to give such information such weight as it deems proper. The Employee shall be informed that if the Employee chooses to make no response, the City will proceed on the basis of the best information it can obtain without such response.

At the conclusion of the conference, the presiding person shall inform the Employee when the City will decide whether or not to take the disciplinary action and that the Employee will be promptly notified.

C. Notice of Final Action

If the City determines after the conference that it will proceed with the Demotion, Suspension, or Termination of the Employee, the Employee shall be promptly notified in writing by personal delivery or via FedEx, UPS, or USPS mail, with tracking and delivery confirmation, of the Employee's right of appeal to the Human Resources Board. If the Employee is in a Position that is in a certified bargaining unit covered by a Collective Bargaining Agreement, the Employee shall be further notified that the Employee may, in the alternative, utilize the unit's grievance

procedures under the Agreement. Further, the City must assure that the provisions of Part VI of Chapter 112, **Florida Statutes**, Law Enforcement Officers' and Correctional Officers' Bill of Rights, are followed in the case of any Employee covered by that statute, and that the provisions of Part VIII of Chapter 112, **Florida Statutes**, Firefighters' Bill of Rights, are followed in the case of any Employee covered by that statute.

D. Interim Period

During the period between the first notice and the effective date of the action, the Employee shall be expected to perform the Employee's usual duties without disrupting fellow Employees, or other persons, or the City's activities. If, however, it is deemed highly desirable or necessary that the Employee not continue to perform the same duties in the same location during this period, the City may temporarily assign the Employee to other duties.

An Employee who is under formal investigation by the City for violation of a rule, policy or statute for which dismissal is a penalty, may be placed on administrative leave until the completion of the investigation.

E. Extraordinary Situations

In extraordinary situations, such as when the retention of an Employee may result in damage to property, be detrimental to the best interests of the City, or result in injury to the Employee, a fellow Employee, or some other person, such Employee may be suspended or terminated without two (2)

calendar days' prior notice of such action, provided that written or oral notice of such action, evidence of the reasons therefor, and an opportunity to rebut the charges are furnished to the Employee prior to such Suspension or Termination.

Notice in an extraordinary situation shall include a statement as to the reasons for, and an opportunity for rebuttal of, the Suspension or Termination. The notice shall be in writing, mailed to the Employee via FedEx, UPS, or USPS mail, with tracking and delivery confirmation, or delivered personally to the Employee who must sign and date a receipt acknowledging the notice or delivered orally to the Employee in the presence of a witness. If the City determines after the rebuttal that it will proceed with the Suspension or Termination of the Employee, the Employee shall be promptly be notified in writing, by personal delivery or via FedEx, UPS, or USPS mail, with tracking and delivery confirmation, of the Employee's right to appeal to the Human Resources Board. During the period between notice and the effective date of the action, if any, the Employee may be placed on administrative leave. If the Employee is in a Position that is in a certified bargaining unit, covered by a Collective Bargaining Agreement, the Employee shall be further notified that the Employee may, in the alternative, utilize the unit's grievance procedures under the Agreement. Further, the City must assure that the provisions of Part VI of Chapter 112, **Florida Statutes**, Law Enforcement Officers' and

Correctional Officers' Bill of Rights, as amended from time to time, are followed in the case of any Employee covered by that statute, and assure that the provisions of Part VIII of Chapter 112, **Florida Statutes**, Firefighters' Bill of Rights, as amended from time to time, are followed in the case of any Employee covered by that statute.

F. Appeals to the Human Resources Board

An Employee who is a department head may be terminated at any time without the right to appeal such action to the Human Resources Board.

An Employee who submits a voluntary Resignation that is accepted shall not have the right to appeal to the Human Resources Board.

An Employee who has earned Regular Status shall have the right to appeal to the Human Resources Board any Suspension, Demotion, or Termination, except that:

1. An Employee who is promoted and subsequently demoted prior to attaining Regular Status in the higher Pay Grade shall not have the right appeal the Demotion.

2. An Employee who is promoted and subsequently receives a reduction in pay prior to attaining Regular Status in the higher Pay Grade shall not have the right to appeal the reduction in pay unless the action results in a lower rate of pay than that which the Employee was receiving prior to Promotion.

3. An Employee who accepts a reduction in pay, a Demotion, or a transfer shall waive all rights to appeal such action if the employee has signed a written statement that the action is voluntary.

Any such appeal must be submitted in writing to the Human Resources Director within five (5) calendar days of the Employee's receipt of the notice required by either subsection 13.03C or 13.03E2. Within thirty (30) calendar days from the receipt of such appeal, the Board will schedule a hearing to consider the matter. Within seven (7) calendar days after such hearing, the Board will issue a written decision to the Employee, which decision will be advisory to the City Manager, whose decision on the appeal will be final.

12.04 Time Limits Extensions

The time limits established above in Subsection 13.01 and in Paragraph 13.03 F4 may be extended, in writing, by mutual consent of the aggrieved Employee and the person responsible at the applicable step in the grievance procedure. If either the aggrieved Employee or the applicable person is on authorized leave, the time limits will automatically be extended until such leave is completed. If no extension is granted in accordance with the foregoing, then any grievance or appeal not submitted by the affected Employee within the prescribed limits will be deemed as denied.

12.05 Minimum Requirements of Appellate Hearings

All appellate hearings involving a Demotion, Suspension or Termination of employment shall comply with the provisions of Section 286.011, **Florida Statutes**, as amended from time to time, and shall also meet the following minimum requirements:

1. The affected Employee shall be entitled to a hearing at which the Employee makes a personal appearance before the Board;
2. The affected Employee shall be entitled to receive a detailed written list of the reasons for the action taken against the Employee prior to the hearing;
3. The affected Employee shall be entitled to see at the hearing all evidence against the Employee leading to the decision being appealed and to confront and question any witness against the Employee;
4. The affected Employee must be afforded an adequate opportunity to rebut evidence presented against the Employee and to present whatever defense the Employee elects to present;
5. The affected Employee has a right to be represented by counsel or other representative of the Employee's choosing.

13.0 DISCIPLINE

13.01 General Policy

A. All disciplinary actions shall be invoked solely when it is for good cause and necessary for the good of the City.

B. Disciplinary measures will match the severity of the rule infraction or the level of unsatisfactory job performance .

C. In determining the severity of disciplinary actions, supervisors will comprehensively review the employee's total service record.

D. Employees who have engaged in repeated violations of rules and/or have repeatedly performed at substandard levels may be assessed progressively more severe punishment.

E. Immediate termination or suspension will be reserved for instances of gross misconduct or exceptionally poor performance that fundamentally breaches the terms of employment.

13.02 Examples of Employee Misconduct

The following list of examples shall not be construed as being exclusive of any other Employee misconduct which may lead to disciplinary action, up to and including Termination of employment.

A. Leaving assigned work area without permission.

B. Violating the City’s nondiscrimination and/harassment policies.

C. Verbally abusing or making dishonest statements to supervisors, coworkers, or the general public during working hours.

D. Excessive unexcused absences or tardiness.

E. Returning late from scheduled breaks without justification.

F. Non-adherence to established safety protocols.

G. Engaging in unsafe activities and behaviors, such as wrestling or throwing objects, that could lead to injury or significant disruption.

H. Failing to report a workplace accident or health or safety hazard known to the Employee or otherwise ignoring safety rules and procedures.

I. All incidents of physical altercations or workplace violence.

J. Sleeping on the job.

K. Using a City vehicle or City equipment without prior authorization.

L. Neglecting assigned job duties.

M. Falsifying time records.

N. Theft.

O. Engaging in any type of criminal offense, whether on-duty or off-duty, that impacts the employee's eligibility for employment or negatively reflects on the City's reputation.

P. Falsifying or misrepresenting human resources records, including initial application for employment.

Q. Carrying or using firearms or other dangerous weapons at any time while on or in City property.

R. Illegally selling, possessing, or using controlled substances, whether on-duty or off-duty.

S. Accepting bribes from any person(s) doing, or seeking to do, business with the City.

T. Failure to meet defined performance standards.

U. Refusing or failing to carry out job assignments or instructions as provided by the Employee's supervisor or other appropriate management representative.

V. Refusing reasonable requests to work overtime.

W. Willfully and/or repeatedly violating established City policies and/or procedures.

X. Being in the possession, or under the influence of, illegal drugs and/or alcohol while at work.

Y. Violating the Statement of Ethics and/or the Code of Ethics for Public Officers and Employees (Part III, Chapter 112, Florida Statutes), as amended from time to time.

Z. Violating any provision of the City's Safety Control Procedures Manual-General, as amended from time to time.

13.03 Drugs and Alcohol

A. **Drug-Free Workplace Program - Notice to Employees and Applicants**

The City will not accept any risk that the safety of its Employees, the safety of the general public or the quality of the City Employees' work may be impaired by the abuse of alcohol or illegal drug use. This policy is implemented pursuant to the drug free workplace program requirements

set forth in Section 440.102, Florida Statutes, in Chapter 38F-9, Florida Administrative Code, in 49 C.F.R. Part 391 - Department of Transportation Controlled Substance Testing, in 49 C.F.R. Part 40 - Department of Transportation Procedures for Workplace Drug Testing Programs, and in Section 316.302 Florida Statutes, as all or any of the foregoing may be amended from time to time.

B. **Policy**

It is the policy of the City to maintain a drug-free workplace. As a condition of continued employment, all Employees must refrain from using illegal or unprescribed drugs on or off the job and abide by the terms of this Policy. It is a condition of employment that Employees refrain from reporting to work with the presence of drugs or alcohol in their bodies. The use, sale, manufacture, distribution, purchase, possession, dispensing, or being under the influence of illegal drugs, non-prescribed controlled substances, or alcohol on City property, while on City business or while operating a City-owned or leased vehicle (or any vehicle used for City business) is strictly prohibited.

In order to detect the use of the aforedescribed substances, Employees may, upon reasonable suspicion of such use, be directed to submit to urinalysis drug tests, a blood test, or a breath test. Testing shall be conducted in accordance with the applicable provisions of the City of Ormond Beach Policy for Drug Free Workplace. Any applicant who is

subject to testing and who refuses to submit to the pre-employment drug tests or who tests positive for drugs or alcohol shall be ineligible for hire and any offer of hire is conditioned upon satisfactory drug test results. Employees who refuse to be tested or who test positive for drugs or alcohol will be subject to discipline, up to and including Termination of employment, and any illegal drugs found on City property will be turned over to appropriate law enforcement authorities. Pursuant to the Federal Highway Administration Controlled-Substance Testing Regulations, a person who tests positive for the use of a controlled substance for which the City is testing is medically unqualified to operate a commercial motor vehicle and will be subject to appropriate disciplinary action, up to and including Termination of employment. Furthermore, if a driver refuses to be tested, such refusal will be treated as a positive test and the driver will not be permitted to operate a commercial motor vehicle and will be subject to appropriate disciplinary action, up to and including Termination of employment. An Employee injured on the job who is requested to take a drug/alcohol test and who refuses to do so, or whose test is confirmed positive, will forfeit all workers' compensation medical and indemnity benefits, if otherwise allowed by law.

The use of alcoholic beverages by City Employees on City premises or on City assignment may take place only when part of an approved City function. The authorization of alcoholic beverages at such functions does

not relieve Employees from the responsibility of exercising moderation and judgment so as not to represent a danger to themselves, other Employees, the general public, or the City's reputation.

14.0 MISCELLANEOUS BENEFIT PROGRAMS

All Full-Time Employees will be eligible to participate in any available City fringe benefit program which may from time to time be made available to the City's work force unless such benefit is specifically limited to a specific class or classes of Employees.

14.01 Health Insurance

All Full-Time Employees will be eligible to participate in any group health insurance plan offered by the City.

14.02 Life Insurance

All Full-Time Employees will be eligible to participate in any life insurance plan offered by the City.

14.03 Pension

All Full-Time Employees are required to participate in the Pension Plan adopted by the City Commission, which serves as a condition of employment, except as may be otherwise specified within the terms of the applicable Pension Plan. It is understood that eligibility for the traditional Pension Plan is determined based on specific criteria set forth in the plan documents. Employees who do not meet these criteria for the traditional Pension Plan will instead be enrolled in a 401a Plan.

14.04 Cafeteria Plan

All Full-Time Employees will be eligible to participate in the City's Cafeteria Plan. This plan allows Employees to pay for certain expenses with pre-tax dollars, through Section 125 of the Internal Revenue Code.

14.05 Deferred Compensation Plan

All Full-Time Employees will be eligible to participate in the City's Deferred Compensation Plan. This plan allows Employees to defer taxation on income placed with the ICMA Retirement Corporation.

14.06 Education

The City offers a Tuition Reimbursement Policy for employees seeking further education that aligns with their professional development and career advancement within the City. This policy is designed to support employees in pursuing higher education degrees or certifications relevant to their field of work. Employees are encouraged to review the Education Reimbursement Administrative Policy and Request Forms to understand eligibility criteria, application procedures, and the scope of covered expenses. Additional information about the Education Reimbursement Policy can be obtained from the Human Resources Department.

15.0 TRAVEL POLICY

A. Any travel incidental to the performance of a public purpose by the Mayor, Mayor-elect, City Commissioners, City Commissioners-elect, the City Attorney, or the City Manager that requires lodging accommodations and/or travel by air must have prior approval by a majority of the City

Commission, except that when such travel is necessitated by a legitimate emergency, said approval may be granted after the fact.

B. No City Employee under the direction or control of the City Manager may embark on an out-of-area trip, for which the Employee expects to be paid for or reimbursed by the City, without the express prior approval of the City Manager, or the City Manager's designee.

C. No City Employee under the direction or control of the City Attorney may embark on an out-of-area trip, for which the Employee expects to be paid for or reimbursed by the City, without the express prior approval of the City Attorney, or the City Attorney's designee.

D. The City shall pay for air travel in economy class, unless such accommodations are not available on any flight.

E. The City will pay for reasonable and necessary lodging accommodations.

F. The City will pay for conference or convention registration fees if attendance at such conference or convention serves a direct public purpose.

G. The Employee must submit receipts requesting payment or reimbursement together with an approved Travel Request Voucher.

H. In the event a guest accompanies the employee on any trip, payment will only be made for those charges incurred by the Employee.

I. Payment of other travel expenses actually incurred will be made based on the following:

Meals: Payment will be made to the Employee on a per diem basis with no receipt required, in accordance with the current rates provided in Internal Revenue Service Publication 1542 for the "high/low" substantiation method and as indicated in the City of Ormond Beach Travel Request Voucher, as amended periodically. Provided, however, that if any meals are included in the registration fee for the conference or convention which the Employee is attending, the payment will be reduced accordingly.

Travel by Private Vehicle:

The use of a privately-owned vehicle for official travel may be authorized by the City Manager, or his designee,. If traveling by privately owned vehicle, the traveler shall receive reimbursement of a mileage allowance in accordance with the current standard mileage rate published by the Internal Revenue Service. All mileage shall be computed from the point of origin to point of destination. Vicinity mileage necessary for conduct of official business is allowable but must be shown as a separate item on expense vouchers.

Incidentals: In addition to the foregoing, and subject to the provision of receipts evidencing payment thereof, the following expenses may be reimbursed:

1. taxi or ride sharing services;
2. ferry fares and bridge, road and tunnel tolls;

3. storage or parking fees; and

4. communications expenses.

J. **Elected Officials:** No elected official shall be permitted to travel to any function on behalf of the City including, without limitation, meetings of the Florida League of Cities or of the National League of Cities following an election in which the official did not run, or was defeated, for reelection.

16.0 MISCELLANEOUS RULES

16.01 Attendance and Tardiness

All Employees are expected to be present for work at their established starting time. If unable to report to work on time or complete a work assignment, Employees must promptly notify their immediate supervisor, or in their absence, the Department/Division Head, using any of the accepted communication methods as outlined by the department. Failure to properly report an absence or tardiness will result in the Employee being considered absent without authorized leave, subject to disciplinary action. In the event of repeated tardiness or absence without authorized leave, supervisors retain the discretion to adjust disciplinary actions based on the Employee's overall record and the specifics of the case. A more severe penalty may be applied if justified by recent or severe infractions.

16.02 Double Employment

Employees are prohibited from holding more than one position within the City to ensure full dedication to their roles and prevent conflicts of interest.

16.03 Dress and Appearance

Employees are expected to dress in a manner that is professional and suitable for their specific role and work environment. The City respects individual expression and strictly prohibits discrimination based on personal appearance. Supervisors will offer guidance on department-specific dress codes, emphasizing practicality and safety where applicable. For office employees who interact with the public, jeans, T-shirts, shorts, and sneakers are generally not considered appropriate attire, except on designated "casual" Fridays when jeans and sneakers are permissible. In contrast, such attire may be suitable for those working in maintenance settings, reflecting the demands of their specific work environment. The appropriateness of dress and appearance must be compatible with the job duties, work conditions, and level of public interaction. Supervisory staff is responsible for determining suitable dress and appearance, and this responsibility is recognized as an integral part of their role. Employees wearing attire deemed unsuitable by their supervisors may face disciplinary measures, up to and including Termination. The City Manager holds the authority to make final decisions regarding dress code disputes.

16.04 Hours of Work

Except where other provision is specifically made, the normal workweek shall be forty (40) hours worked.

16.05 Outside Employment

Employees are allowed to engage in outside employment, provided it does not adversely affect their primary duties with the City. The following rules shall govern all outside employment:

A. Employees planning to engage in outside employment, which includes self or family owned businesses, must notify the Human Resources Director in writing within five (5) working days before starting such employment. The notification should include the nature of the employment and the expected work hours. Failure to provide notification may result in disciplinary action, up to and including Termination.

B. Employees are prohibited from using City resources, including tools, equipment, or materials, for outside employment purposes. Personal use of City telephones for outside employment, during or after working hours, is also not allowed.

C. Outside employment should not directly compete with or impede the operations of the City. Employees must ensure that their outside employment does not create a conflict of interest or negatively impact their performance in their City role.

D. Outside employment should not interfere with the employee's ability to meet their City employment obligations, including overtime, travel, or special assignments. Employees must arrange with their outside employers to have flexibility in their schedule to accommodate City requirements when necessary.

E. If outside employment adversely affects an employee's health, attendance, or performance, the employee is required to reevaluate and possibly terminate their outside engagement or resign from their employment with

the City. The City encourages employees to discuss any concerns with their supervisor or Human Resources to find a mutually agreeable solution before any final decisions are made.

F. Employees must report any injuries sustained during outside employment to their supervisor before the start of their next scheduled City workday.

G. To avoid conflicts of interest and maintain integrity within the City's operations, supervisors are not permitted to hire subordinates for outside employment, whether directly or indirectly.

16.06 Pecuniary Interest

No Employee or immediate family member of such Employee may have any financial interests in the profits of any contract, service or other work performed by the City nor shall any Employee or immediate family member of such Employee personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company. Any Employee who violates the provisions of this Section shall be Terminated.

16.07 Use of City Equipment

A. Equipment, tools, etc., issued to Employees by the City shall be used solely for the performance of City business. No such equipment, tools, etc., may be altered in any manner without the prior approval of the Employee's immediate supervisor.

B. Computer passwords shall be kept strictly confidential. No software shall be installed on any City computer without the prior approval of the appropriate Department Head, or the designee of such Department Head.

C. Any violation of the foregoing may result in disciplinary action, up to and including Termination of employment.

16.08 Bulletin Boards

Any material placed on City bulletin boards, other than official City memos or documents, must be approved by the Department Head in charge of the area in which the bulletin board is located before being placed on the bulletin board.

The City has designated separate bulletin boards for use by union representation for communications with its members. Use of these bulletin boards is strictly reserved for union business.

16.09 Policy on Vehicle Usage

A. **City Assigned Vehicles**

When necessary, as determined by the Department Director, City employees may be assigned use of a City vehicle to carry out their duties.

City employees are permitted to use City-owned vehicles for performance of their official duties only. Unless specifically authorized by the City Manager, they cannot be used for personal business, except for de-minimis use of the vehicle.

At no time may operators of such vehicles carry passengers except for authorized official business. The carrying of members of the Employee's immediate family, or other persons with permission of the Department Head to a meeting, seminar or other activity which the Employee is

authorized to attend on behalf of the City, is included within the meaning of authorized official business.

An employee driving a City vehicle must have, on their person, a valid driver's license issued by the State of Florida (Commercial Driver's License as mandated by law). Additionally, employees are required to maintain a satisfactory safe driving record in order to operate City vehicles. Employees are required to notify the Human Resources Department, through their supervisor, of any change of status in their license. Suspension or revocation of licenses may affect the person's status of employment, with dependence on any job requirement for the employee to operate a City vehicle in the course of their job duties. The City reserves the right to check the validity of any employee's driver's license prior to granting permissions to operate a City vehicle and periodically thereafter.

City vehicles shall be operated in strict compliance with all laws which apply to motor vehicles in the State of Florida, or other applicable jurisdictions, including the use of seat belts. Vehicle operators who receive citations for moving violations will be personally responsible for the payment of incurred fines, court costs, and attorney's fees.

All mechanical defects or malfunctions must be reported as soon as possible to the employee's Supervisor.

No Employee shall temporarily install, nor allow to be temporarily installed, any equipment in any City vehicle. Additional equipment is not allowed in City vehicles, unless it is approved in advance of the installation by the Department Head and permanently installed by the Fleet Operations Department, the vehicle manufacturer or a City vendor.

The cleanliness of the interior and exterior of each vehicle is the responsibility of the employee utilizing the vehicle.

If a City vehicle is involved in an accident, the employee must immediately notify the Police Department and their immediate supervisor. The supervisor or Department Head is responsible for reporting the incident to Risk Management immediately.

Smoking or any use of tobacco products is not permitted in any City vehicles. This includes but is not limited to, the following products: cigars, cigarettes, dip, chew, snuff, chewing tobacco, and e-cigarettes.

The Department Head may authorize a City Employee to use the vehicle as transportation to and from the Employee's home, based on the following criteria:

1. the Employee's job function is such that it requires the use of a City vehicle after normal working hours;
2. the Employee is subject to being called in to work for emergency situations after normal working

hours; and the Employee's home is within the City limits of Ormond Beach.

Employees shall not operate any City vehicle while consuming or having consumed alcohol or while restricted from duty based on a medical condition or medication. Employees found in violation may be subject to disciplinary action up to and including the termination of their employment with the City of Ormond Beach.

B. Vehicle Allowance

A standard vehicle allowance may be provided where personal use of a vehicle is necessary for the effective and efficient execution of job duties assigned to Department Heads and other management Employees. The allowance may be used to purchase, lease, or otherwise provide a vehicle for their own use.

Those receiving vehicle allowances are required to have minimum insurance coverage for liability in the amount of $100,000 for each person, $300,000 for each accident, and property damage of $25,000. The City will not assume responsibility for any damage to the Employee's automobile. The operating allowance includes a factor for both liability and collision insurance.

For out-of-town trip, Employees who receive a vehicle allowance may use a City vehicle or elect to be reimbursed at the state statute established rate for additional mileage expenses.

16.10 Firearms Policy

A. Policy

Except for sworn law enforcement officers, no City Employee shall possess any firearm, electric weapon or device, destructive device or other weapon (as such items are defined in Section 790.001, **Florida Statutes**, as amended from time to time) while on duty during working hours, or at any time while on City property or in City vehicles and/or equipment.

Consistent with Section 790.251, Florida Statutes, employees who lawfully possess firearms or ammunition are permitted to store their firearms or ammunition securely locked within their personal vehicles in City parking lots for lawful purposes. This exception does not extend to City buildings, on-duty presence, or use of City vehicles and equipment. Such lawfully possessed firearms or ammunition may not be removed from the employee's personal vehicle or displayed to others.

A City Employee who willfully and knowingly possesses any firearm, electric weapon or device, destructive device or other weapon (as such items are defined in Section 790.001, **Florida Statutes**, as amended from time to time) in violation of this policy, except as expressly permitted under Florida law for firearms and ammunition kept in personal vehicles, will be subject to immediate disciplinary measures, up to and including Termination of employment.

Employees must be able to work in their jobs without fear that fellow Employees may threaten their personal safety. If an Employee has reason to believe that another Employee poses a threat to the Employee's personal safety, this concern shall be immediately reported to the Employee's Department Head. The City is committed to investigating all reports promptly and taking necessary actions to ensure a safe workplace.

B. Definitions

Firearm means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun.

Electric Weapon or Device means any device which, through the application or use of electrical current, is designed, redesigned, used, or intended to be used for offensive or defensive purposes, the destruction of life, or the infliction of injury.

Destructive Device means any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas and includes any frangible container filled with an explosive, incendiary, explosive gas, or expanding gas, which is designed or so constructed as to explode by such filler and is capable of causing bodily harm or property damage; any combination of parts either designed or intended for use in converting any device into a destructive device and from which a

destructive device may be readily assembled; any device declared a destructive device by the Bureau of Alcohol, Tobacco, and Firearms; any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of any explosive and which has a barrel with a bore of one-half inch or more in diameter; and ammunition for such destructive devices, but not including shotgun shells or any other ammunition designed for use in a firearm other than a destructive device.

Weapon means any dirk, metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife.

Possess means to occupy in person; to have in one's actual and physical control; to have the exclusive detention and control of; to have and hold as property; to have just right to; to be master of; to own or be entitled to.

16.11 Electronic Communication and Devices

The City may provide employees with a number of electronic communication systems and devices, such as, but not limited to, email, instant messaging, internet access, cell phones, computers, iPads, and laptops. These systems and devices are provided to assist employees in performing their official job duties and should be used primarily for that purpose. Limited and reasonable personal use may be allowed so long as it does not interfere with work, is limited in time and duration, does not compromise the integrity of the device, communication system, or security, and does not violate any other provision of this policy or any other policy, guideline or standard of the City of Ormond Beach.

Employees are responsible for using these systems in a manner that upholds the City's standards for a respectful and inclusive work environment. Specifically, the City prohibits the use of its information and email systems to display or transmit content that is sexually-explicit or that could be perceived as harassing or derogatory based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other legally protected characteristics.

Employees are further prohibited from soliciting. The email system may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other personal matters unrelated to City business.

The City maintains the right to monitor any and all aspects of its computer, electronic devices, and communications systems, including but not limited to use of the internet, email, voicemail, and messaging. Users do not have any expectation of privacy and all business-related content, whether conducted on a business or personal device, is subject to Florida's Public Record Law and may be inspected and released accordingly.

State records retention schedules apply to records regardless of the format in which they reside. Therefore, records created or maintained in electronic format, such as email, text messaging, instant messaging, social networking, voicemail, etc., must be retained in accordance with the minimum retention requirement according to the record's content. Electronic communications conducted on personal devices should be printed or forwarded to a city device for applicable retention periods. Transitory messages, which have short-term value, such as reminders about scheduled meetings and event announcements, are not intended to formalize or

perpetuate knowledge and do not set policy or certify a transaction, need only be kept until obsolete, superseded, or administrative value is lost.

As technology platforms and practices change rapidly, the City may issue additional guidelines, rules, and protocols as necessary through the IT Department. All employees are expected to comply with IT directives and complete any assigned training needed to support the security and integrity of the City's network.

16.12 Other Rules and Regulations

Other rules and regulations may be promulgated from time to time as required by the City Manager and will be applicable to Employee conduct providing that such rules and regulations have been duly posted or communicated to affected employees.

17.0 VOLUNTEERS

17.01 Policy and Purpose

This Section shall govern the City's utilization of volunteers. It is the policy of the City to provide for the use of volunteers, where appropriate; to provide a program for recruitment, screening, training, supervision, and use of volunteers; and to promote the volunteer services of the handicapped youth, minorities, support organizations, and other individuals for the purpose of assisting in various programs administered by the City.

17.02 Definitions

For the purpose of administering this Section the following words and terms shall have the meaning indicated:

"**Authorized supervisor**" means a City employee authorized to accept the services of volunteers.

"**Occasional-service volunteer**" means any person who offers to provide a one-time or occasional voluntary service.

"**Regulatory responsibility**" means a duty or responsibility, assigned to an individual by management, that involves direct responsibility either for determinations of whether or not a person is in compliance with City ordinances, permits or orders, or for determinations or recommendations as to whether any City permit or order should or should not be issued, modified, suspended, or revoked.

"**Volunteer**" means any person (as defined under Section 1.01, **Florida Statutes**, as amended from time to time) who, of their own free will, provides goods or services to the City, with no monetary or material compensation; provided, however, that no City Employee may volunteer to perform the Employee's normal duties. City Employees who perform volunteer duties must have prior written approval from the Human Resources Director.

17.03 Recruitment, Supervision, and Responsibilities

Volunteer recruiting shall be the responsibility of the Human Resources Department.

Screening criteria will be determined by the Human Resources Department on a job specific basis and shall be limited to those matters which determine a volunteer's ability and availability to perform the services for which they have applied.

Volunteers may be used only for assignments related to their background and training.

Authorized supervisors may institute appropriate training programs for volunteers where such training would assist the volunteers in carrying out assigned duties.

Volunteers shall not be assigned any tasks, duties, or responsibilities for which they have not been properly trained.

Volunteers shall work under the supervision of City employees.

Volunteers shall not be assigned any regulatory responsibilities.

17.04 Volunteer Services Agreements

An agreement for volunteer services between the volunteer and the City shall be completed by the volunteer and the head of the department or division using the services of the volunteer. A copy of the services agreement shall be maintained by the City during the volunteer's period of service. Volunteers shall be advised that during the period of service they are not considered employees of the City. Each City department or division may use a separate service agreement developed to meet the special needs and procedures in securing volunteers for that department or division. A service agreement may include a single agreement with support organizations that will cover all individual volunteers providing services by way of the organization. Such agreements shall contain, at a minimum, an acknowledgement by the person(s) that services will be provided to the City on a voluntary basis, the dates and hours the person(s) are available for voluntary service, and a brief description of the volunteer's duties.

All volunteer service work performed by persons under the age or 18 must comply with all Federal and State Child Labor Laws in regard to hours of service and safety requirements.

Volunteers shall be made aware of the City's standards of conduct.

17.05 Administrative Requirements

Recording and Reporting Volunteer Service Hours. Each department or division shall maintain volunteer service time logs.

Volunteer Files. Each department or division shall be responsible for maintaining volunteer files for each volunteer which shall contain all records related to the volunteer's period of service.

17.06 Standards of Conduct for Volunteers

Volunteers shall be expected to comply with City standards of conduct, and other applicable rules, policies, and practices.

Except as provided in 17.06C below, volunteers shall comply with the State of Florida Code of Ethics for public officers and employees, Chapter 112, Part III, **Florida Statutes**, as amended from time to time.

The provisions of Chapter 112, **Florida Statutes**, as amended from time to time, relating to Employee relationships with entities which are doing business with or are subject to regulation by the City shall not apply to a volunteer who only serves on an advisory body as defined in Section 112.312(1), **Florida Statutes**, as amended from time to time.

17.07 Termination of Volunteer Service

A volunteer's services may be terminated at the discretion of the City.

17.08 Volunteer Benefits

Volunteers shall be entitled to payment for travel and per diem as provided for City employees pursuant to Section 17.0 of this Policy.

Volunteers shall be covered by City liability protection in accordance with the definition of "volunteer" and the provisions of Section 768.28, **Florida Statutes,** as amended from time to time.

Volunteers shall be covered by workers' compensation in accordance with Chapter 440, **Florida Statutes,** as amended from time to time.

Volunteers shall be afforded the use of City equipment, and vehicles to conduct their volunteer services on behalf of the City upon approval by the head of the department or division using the services of the volunteer.

18.0 EFFECTIVE DATE

This Human Resources Policy will become effective upon its adoption by Resolution of the City Commission.

19.0 AMENDMENT

This Policy may be amended by Resolution adopted by the City Commission, after review and recommendation by the Human Resources Board.

CITY OF ORMOND BEACH

HUMAN RESOURCES

POLICY

DRAFT

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PREAMBLE

The City of Ormond Beach ("the City") was incorporated on April 22, 1880, and is a municipal corporation of the State of Florida. The City operates under the "commission-manager" plan of municipal government.

The City Commission is the legislative and governing body of the City. The City Commission is composed of a Mayor, who is elected by a citywide vote, and four (4) City Commissioners, each of whom is elected from the zone in which the person resides.

The City Commission, by majority vote, appoints a City Manager for an indefinite term. The City Manager is the chief administrative officer of the City, and is responsible to the City Commission for the administration of all City affairs placed in his charge by the **City Charter**.

The City is a "full service" city, providing a full range of governmental services to its residents. Those services are provided by the Employees of the City, whose task and goal it is to provide those services in the most prompt, courteous, professional and cost-effective manner possible.

PREFACE

These rules and regulations of this Human Resources Policy ~~reflect changes, modifications and clarifications implemented since the February, 1986, edition of the Civil Service Rules and Regulations. The 1986 edition and all previous editions of the Civil Service Rules and Regulations are~~ superseded ~~by this document~~all previous Civil Service Rules and Regulations, ~~and~~ Human Resources Policies, and conflicting administrative policies.

In accordance with Section 2-48, of the City **Code of Ordinances**, and in addition to the foregoing, the City Manager is empowered to issue administrative policies, orders, rules, directives, and regulations, not inconsistent with the **City Charter**, city ordinances, state law, and City Commission policies. Such policies, orders, rules, directives, and regulations shall outline the general and specific procedures for the administration of City activities under his jurisdiction and supervision. The City Manager also may approve a system of administrative policies, orders, rules, directives, and regulations to be issued by the heads of the several departments and divisions of the City government, but such administrative policies, orders, rules, directives, ~~-~~and regulations may be amended or rescinded by the City Manager.

This Human Resources Policy shall be deemed to be the civil service rules and regulations of the City of Ormond Beach and, together with the **City Charter**, **Code of Ordinances**, administrative policies, orders, rules, directives, and regulations, and applicable Collective Bargaining Agreements, shall govern the human resources system of the City of Ormond Beach. The City Manager, or designee, shall have responsibility for the interpretation and enforcement of the provisions and purposes of this Human Resources Policy.

Special Notes:

~~1.~~ The use of the personal pronouns "he," "his," and "him" in this Policy are to be interpreted to include both genders. Their use is merely for convenience and shall not be considered as an adverse reflection upon either gender. When communication is directed toward either gender separately, words such as "he" and "she" and "male" and "female" will be used.

~~2.~~ Nothing within this Human Resources Policy or within the City's policies, practices, or procedures is intended to create a contract for employment, express or implied, a guarantee of continued employment for a specific length of time, or interfere with, restrain, or prevent employee communications regarding wages, hours or other terms and conditions of employment.~~This Human Resources Policy does not constitute an employment contract. Nothing contained herein is intended to create or become an employment contract between the City and any person for the purposes of employment, promotions, or for the providing of any benefit.~~

~~3.~~ Any questions concerning the interpretation and application of this Policy shall be referred to the Human Resources Director for resolution.

~~4.~~ The City Commission retains the right to amend this Policy in the future, which amendments shall be prospective in application unless stated otherwise.

STATEMENT OF ETHICS

The Employees of the City of Ormond Beach ("City"), as providers of public service and in order to inspire confidence and trust, shall be committed to the highest standards of personal integrity, honesty and competence.

In furtherance of this commitment, the Employees of the City shall:

A. provide open and accessible government, giving courteous, responsive service to all citizens equally;

B. accept only authorized compensation for the performance of their duties and respectfully decline any offers of gifts or gratuities from those with whom they do business;

C. disclose or report any actual or perceived conflicts of interest;

D. comply with all laws and regulations applicable to the City and impartially apply them to everyone;

E. neither apply nor accept improper influences, favoritism and personal bias;

F. use City funds and resources efficiently, including materials, equipment and time;

G. insure that no City resources of any kind are ever used for personal gain.

H. Recognizing that government must serve the best interest of all citizens, the Employees stand as representatives of responsible government, acting at all times to merit public confidence in themselves and the City of Ormond Beach.

I. In addition to the foregoing, the Employees of the City of Ormond Beach shall at all times strictly adhere to all applicable provisions of the Code of Ethics for Public Officers and Employees (Part III, Chapter 112, **Florida Statutes**), as amended from time to time.

When any Employee has any doubt as to the personal application of the Code of Ethics, the Employee should discuss the possible conflict with the Human Resources Director. Any Employee wishing to determine whether a proposed activity would be prohibited may document the circumstances of the proposed activity and request an opinion from the Florida

Commission on Ethics. Copies of the request and any resulting opinion shall be provided to the Human Resources Director prior to engaging in the activity.

1.0 BASIC PRINCIPLES

1.01 Objective

The objective of this Human Resources Policy is to provide a uniform, comprehensive and efficient system of administering the human resources policies and procedures of the City of Ormond Beach. in order to ensure that employment opportunities with the City of Ormond Beach will be attractive to prospective and to existing employees in order to permit the City of Ormond Beach to meet its goal of providing prompt, courteous, professional and cost-effective governmental services to the community through the employment of the most qualified people available.

1.02 Merit System

The employment of people and all actions affecting employees shall be based solely on ability, merit and justice.

03

1.02 Equal Employment Opportunity

It is the policy of the City of Ormond Beach to provide equal employment and advancement opportunity for all qualified individuals, without regard to . Accordingly, there shall be no distinction or discrimination because of race, religionus belief, color, national origin or ancestry, sex, pregnancy (including lactation, childbirth, or related medical conditions)gender,

, sexual orientation ~~or~~, gender identity, marital status, genetic information (including testing and characteristics), HIV or AIDS (actual or perceived), sickle cell trait, ~~–~~age, physical or mental disability, veteran status, uniformed servicemember status, or any political or union affiliation. The City of Ormond Beach expressly prohibits any form of unlawful harassment or discrimination based on these characteristics or any other characteristics protected by applicable federal, state, or local law.

This policy applies to all terms, conditions, and privileges of employment, including, but not limited to, recruitment, hiring, placement, selection, training, transfer, promotion, discipline, benefits, rates of pay, and termination of employment. ~~and all other terms and conditions of employment~~

Consistent with its commitment to equal employment, the City of Ormond Beach makes reasonable accommodations for qualified individuals with known legally recognized disabilities, unless doing so would result in an undue hardship. If an employee believes he needs accommodation because of a disability, he should make a request to ~~[title/department]~~the Human Resources Director or designee, and the City of Ormond Beach will engage in an interactive dialogue with the employee to determine the best course of action. City of Ormond Beach will also, where appropriate, provide reasonable accommodation for an employee's religious beliefs or practices.

An individual who believes that they or another individual have been subjected to discrimination in violation of this policy should report it pursuant to the Grievance Procedures described in the City's Sexual and Other Unlawful Harassment policy. If the City determines this policy has been violated, appropriate disciplinary action will be taken.

Retaliation is prohibited against any person by another employee or by the City for reporting proscribed discrimination or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a government enforcement agency. An individual should report any retaliation prohibited by this policy pursuant to the Grievance Procedures described in the Sexual and Other Unlawful Harassment policy. If a complaint of retaliation is substantiated, appropriate disciplinary action will be taken.

1.03 Sexual and Other Unlawful Harassment

~~It is further the policy of the~~The City of Ormond Beach is committed to maintaining a working environment free from all forms of unlawful ~~-~~harassment. The City will not tolerate any form of harassment based on an individual's ~~Unlawful harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of the person's~~ race, color, religion, gender, pregnancy (including childbirth or related medical condition), national origin, age, or disability, marital status, genetic information or testing, HIV or AIDS (actual or perceived), sickle cell trait, veteran status or other protected status. ~~or that of the person's relatives, friends, or associates, and that: **(i)** has the purpose or effect of creating an intimidating, hostile, or offensive work environment; **(ii)** has the purpose or effect of unreasonably interfering with an individual's work performance; or **(iii)** otherwise adversely affects an individual's employment opportunities.~~

~~Such conduct~~ This commitment extends to all management, supervisors, coworkers, and non-employees present in the workplace, as well as interactions with vendors and

business partners. ~~, whether committed by a supervisory or non-supervisory Employee, is specifically prohibited.~~

For purposes of this policy, the term "harassment," ~~Harassing conduct~~ includes, but is not limited to, the following: ~~(i)~~ epithets, slurs, ~~negative~~ stereotyping, jokes, or other written, verbal, graphic, or physical conduct relating to an individual's ~~or threatening, intimidating, or hostile acts, that relate to~~ race, color, religion, sex, ~~gender,~~ national origin, age, ~~or~~ disability, genetic information, veteran status, or other protected status. The term harassment also includes sexual advances, requests for sexual favors and other conduct of a sexual nature. ~~and (ii) written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, national origin, age, or disability and that is placed on walls, bulletin boards, or elsewhere on the employer's premises, or circulated in the workplace.~~

Harassment on the basis of race, color, religion, sex, national origin, age, disability, genetic information, veteran status or other protected status is defined as conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Examples of behavior which could be construed as harassment include, but are not limited to, the following:

A. Degrading any group or class of people;

B. Assigning less desirable work or working conditions to members of such protected groups based solely on their group membership; or,

C. Treating protected individuals in a demeaning fashion.

D. Sexual Harassment is defined as unwelcome physical or verbal sexual conduct where:

~~**D.**~~**E.** Submission to the conduct is either an explicit or implicit term or condition of employment;

~~**E.**~~**F.** Submission to or rejection of the conduct is used as a basis for employment decisions affecting the person doing the submitting or rejecting; or,

~~**F.**~~**G.** The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of behavior that could be construed as sexual harassment include, but are not limited to:

A. Explicit or implicit threats to withhold pay increases, benefits or working conditions in exchange for sexual favors or sexual activity;

B. Promises to improve pay, benefits or working conditions in exchange for sexual favors or sexual activity;

C. Demands for sexual favors or sexual activity;

D. Subtle pressure for sexual favors or sexual activity; or,

~~**A.**~~**E.** Deliberate, repeated or unsolicited verbal comments, gestures or physical actions of a sexual nature (i.e., lewd or lascivious remarks and unnecessary touching, patting or pinching).

Any questions regarding either this policy or a specific situation of sexual harassment or other unlawful harassment should be addressed to the Human Resources Director ~~at 386-676-3202~~ or, in the absence of the Human Resources Director, to the City Manager ~~directly at 386-676-3200~~.

~~The standard for determining whether verbal or physical conduct relating to race, color, religion, gender, sexual orientation or gender identity, national origin, age, or disability is sufficiently severe or pervasive to create a hostile or abusive work environment is whether a reasonable person in the same or similar circumstances would find the conduct intimidating, hostile, or abusive. The "reasonable person" standard includes consideration of the perspective of persons of the alleged victim's race, color, religion, gender, national origin, age, or disability. It is not necessary to make an additional showing of psychological harm. Harassing conduct may be challenged even if the complaining employee(s) are not specifically intended targets of the conduct.~~

~~Additionally, it is the policy of the City of Ormond Beach to maintain a working environment free from sexual harassment. Sexual harassment is a form of misconduct which undermines the integrity of the employment relationship. No Employee shall be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which, therefore, interferes with the Employee's work effectiveness.~~

~~Such conduct, whether committed by a supervisory or non-supervisory Employee, is specifically prohibited. This includes: repeated offensive sexual flirtations, advances or~~

propositions; continued or repeated verbal abuse of a sexual nature; graphic or degrading verbal comments about an individual on his or her appearance; the display of sexually suggestive objects or pictures; or any offensive or abusive physical contact.

In addition, no Employee shall imply or threaten that an applicant or an Employee's "cooperation" of a sexual nature (or refusal thereof) will have any effect on the individual's employment, assignment, compensation, advancement, career development or any other condition of employment.

These policies shall be construed and applied in a manner consistent with the U.S. EEOC Guidelines on Harassment and Guidelines on Discrimination Because of Sex. In the event of any conflict between these policies and the said Guidelines, the Guidelines shall control.

1.04 Policy for the Prevention of Sexual Harassment

A. Need for this policy: The City of Ormond Beach, as an employer, has the duty to eliminate sexual harassment from the workplace. This duty arises from Title VII of the Civil Rights Act of 1964, which included sexual harassment as a form of unlawful sex discrimination. The City of Ormond Beach prohibits such conduct by or toward its Employees.

B. Objective of this policy: To inform Employees that sexual harassment is prohibited, to inform them of their rights, and to establish a procedure for handling charges that this policy has been violated.

C. Desired impact of this policy: This policy should improve the morale of the work force and thus be a positive factor. It will also provide a framework for dealing with any sexual harassment charges that may be brought by City Employees.

D. Statement of policy: It is the policy of the City of Ormond Beach that all City Employees shall be able to enjoy a work environment free from all forms of discrimination, including sexual harassment. Sexual harassment is a form of misconduct which undermines the integrity of the employment relationship. No Employee - either male or female - shall be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which, therefore, interferes with an employee's work effectiveness.

Such conduct, whether committed by supervisory or non-supervisory personnel, is specifically prohibited. This includes: repeated offensive sexual flirtations, advances or propositions; continued or repeated verbal abuse of a sexual nature; graphic or degrading verbal comments about an individual on his or her appearance; the display of sexually suggestive objects or pictures; or any offensive or abusive physical contact.

In addition, no Employee shall imply or threaten that an applicant or Employee's cooperation of a sexual nature (or refusal thereof) will have any effect on the individual's employment, assignment, compensation, advancement, career development or any other condition of employment.

Any such action which is intended to harass, intimidate or offend any individual on the basis of sex shall be grounds for appropriate discipline of the offending Employee, including, but not limited to: counseling; attending additional sexual harassment training; written reprimand; reassignment; suspension; demotion; or termination. City officials, when deciding whether

~~Employees should receive promotions or other performance-related benefits, shall take into account the compliance of those Employees with this policy.~~

~~Any questions regarding either this policy or a specific situation of sexual harassment should be addressed to the Human Resources Director at 386-676-3202 or, in the absence of the Human Resources Director, to the City Manager directly at 386-676-3200.~~

~~**E. Definition of sexual harassment:**~~

~~**1.** Conduct which constitutes sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:~~

~~**(a)** Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment;~~

~~**(b)** Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or~~

~~**(c)** Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.~~

~~**2.** Sexual harassment is not, by definition, limited to prohibited conduct by a male Employee toward a female Employee, or by a supervisory Employee toward a non-supervisory Employee. The City of Ormond Beach's view of sexual harassment includes, but is not limited to, the following considerations:~~

~~**(a)** A man as well as a woman may be the victim of sexual harassment, and a woman as well as a man may be the harasser;~~

(b) The harasser does not have to be the victim's supervisor. The harasser may also be an agent of the employer, a supervisory Employee who does not supervise the victim, a non-supervisory Employee (co-worker), or in some circumstances, even a non-Employee;

(c) The victim does not have to be the opposite sex from the harasser;

(d) The victim does not have to be the person at whom the unwelcome sexual conduct is directed. The victim may also be someone who is affected by such conduct when it is directed toward another person. For example, the sexual harassment of one female (or male) Employee may create an intimidating, hostile, or offensive working environment for another Employee, thereby interfering with that Employee's work performance.

3. Sexual harassment does not depend on the victim having suffered a tangible economic injury as a result of the harasser's conduct. For example, improper sexual advances which do not result in the loss of a promotion by the victim or the discharge of the victim may, nonetheless, constitute sexual harassment where they unreasonably interfere with the victim's work or create a harmful or offensive work environment.

F. Responsibilities:

1. The City, acting through its City Manager and supervisory staff, in order to prevent and eliminate sexual harassment and retaliation, is responsible for:

(a) Providing each Employee a copy of this policy;

(b) Informing Employees that sexual harassment is prohibited conduct which will not be tolerated or condoned and that disciplinary action will be taken against persons who engage in sexual harassment;

~~**(c)** Specifically informing Employees of the requirement, time limits, and grievance procedures for filing formal complaints of sexual harassment;~~

~~**(d)** Informing Employees that it is important to timely report conduct which the Employee believes to be sexual harassment;~~ ~~**(e)**~~ All complaints will be investigated with a commitment to maintaining confidentiality to the maximum extent consistent with a thorough investigation and applicable law~~Informing Employees that all complaints will be promptly investigated in complete confidentiality~~.

Each Employee of the City of Ormond Beach is personally responsible for:

A. maintaining conduct that respects the dignity of others and is free from harassment~~Ensuring that the Employee's conduct does not sexually harass any other Employee, applicant for employment, or other individual in the workplace~~;

B. cooperating in the investigation of informal or formal complaints of alleged sexual harassment by providing any information the Employee possesses concerning the matters being investigated; and

C. otherwise cooperating with the City of Ormond Beach's efforts to prevent and eliminate sexual harassment and to maintain a working environment free from such unlawful discrimination.

~~**G.**~~ **Grievance Procedure:** The following shall be the procedure for the making and investigation of all sexual ~~harassment~~or other unlawful harassment complaints:

Step I: Any Employee who believes that the Employee is a victim of ~~sexual~~ unlawful harassment may ~~request a meeting~~file a report, in

writing or verbally, within ten (10) days of the occurrence, with the Human Resources Director or in the absence of the Human Resources Director, the City Manager, to discuss the Employee's complaint. The City will consider extensions of the ten (10) day period on a case-by-case basis. A meeting will be scheduled with the Employee to discuss their concerns in an informal setting. Although the meeting is informal, a written record will be maintained. The Employee is welcome to provide any evidence that supports their complaint. ~~The meeting shall be on an informal basis, however, a written record of the meeting shall be made. The Employee may present any evidence supporting the Employee's complaint.~~ The Human Resources Director or, in the absence of the Human Resources Director, the City Manager, shall investigate the complaint and issue a written statement of findings to the complainant, within seven (7) working days of the meeting.

Step II: In the event that the Employee is not satisfied with the decision of the Human Resources Director, the Employee shall prepare written objections to the Human Resources Director's decision within ten (10) days of the date of the decision. The objections shall be delivered to the City Manager who shall schedule a meeting with the Employee within seven (7) working days of receipt of the objections. At this meeting, the Employee will have the opportunity to present evidence supporting the Employee's objections. ~~This meeting shall be tape recorded.~~ Following

this meeting, the City Manager shall further investigate the matter and issue a written statement of findings to the complainant, within seven (7) working days. If the initial meeting was with the City Manager, the employee may skip Step II and proceed directly to Step III.

Step III: In the event the Employee is not satisfied with the decision of the City Manager, the Employee shall prepare a written appeal from the City Manager's decision within ten (10) days of the date of the decision. The appeal shall be delivered to the Human Resources Director or, in the absence of the Human Resources Director, to the City Manager, who shall forward the appeal to the Human Resources Board. The Human Resources Board will schedule a hearing on the appeal to take place no later than thirty (30) days after receiving notice of the appeal. At the hearing, the Employee shall have the opportunity to present evidence supporting the appeal. The hearing shall be ~~tape~~ recorded. Following this hearing, the Human Resources Board ~~may further investigate the matter and~~ will issue a written decision on the appeal to the complainant ~~within ten (10) working days of~~at the conclusion of the hearing ~~or, if further investigation is made, at the conclusion of the hearing on such further investigation~~.

Step IV: In the event the Employee is not satisfied with the decision of the Human Resources Board, the Human Resources Director or, in the absence of the Human Resources Director, the City Manager, will inform

the Employee of the necessary procedure to file a complaint with the appropriate State and/or Federal agencies. Employees have the right to file a complaint with external entities such as the EEOC or the FHRC at any stage, and doing so can be concurrent with internal proceedings.

Investigative Procedures: ~~Other than any investigation initiated by the Human Resources Board under Step III of the Grievance Procedure, t~~The investigation of any complaint of ~~sexual~~ unlawful harassment shall be conducted by the City Manager, or such other person as may be designated by the City Manager. The investigator designated by the City Manager is not required to be an Employee of the City of Ormond Beach.

1. At a minimum, the investigation shall include interviews of the alleged victim, the alleged offender(s) and all individual(s), as reasonably practicable, who have been identified as those with knowledge of the alleged infraction(s). The City shall maintain the confidentiality of the complainant to the maximum extent consistent with a thorough investigation and applicable law.~~unless disclosure otherwise is required by law or by agreement with the United States;~~

2. Each investigative file shall document, with specificity: the alleged incident, including the names of the complainant and alleged offender(s); the alleged circumstances, statements and actions made; the precise nature of any disciplinary action taken;

and any relief granted to the complainant. The recommendations of the investigator shall become final the day after the deadline for filing an appeal, and the remedy recommended by the investigator shall be immediately thereafter implemented by the appropriate City official;

3. If the complaint of ~~sexual~~ unlawful harassment is sustained, a copy of the investigative file, together with any supporting documents prepared or received by the investigator, or the investigator's designee, shall be immediately placed in the offending Employee's personnel file;

4. The investigator shall send~~,~~ by ~~certified mail~~mail via FedEx, UPS, or USPS mail with tracking and delivery confirmation, or hand deliver~~y~~, copies of all written statements and documents related to the complaint, to the individual(s) who are the subject of the investigation and to the City Manager on the date of issuance of the report; and

5. If, during the course of the investigation of the complaint, the complainant or any witness complains of retaliation, the investigator, upon verification of the retaliation, shall recommend, and the City Manager shall order, such interim relief deemed necessary to protect the complainant and the witness(es). Such relief may include, but need not be limited to, discipline or transfer

of the offenders and/or transfer of the complainant or witness(es) if requested by the complainant or witness(es).

Penalties and Violations: Any Employee determined to have violated this policy will be subject to appropriate discipline, up to and including the termination~~of the Employee's employment from the City of Ormond Beach.~~

1.04 Political Activity

No City Employee shall hold office as a member of the City Commission while at the same time continuing as an Employee of the City. No City Employee who is either a person who has the authority to exercise municipal power as provided by the **Florida Constitution**, state laws, or the **City Charter**, or a person who has been delegated the authority to exercise municipal power by a person who has the authority to exercise such power, shall qualify as a candidate for another public office without resigning from the office held, in accordance with Section 99.012, **Florida Statutes**, as amended from time to time.

~~No City Employee shall:~~

A. use his official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof (e.g., no political signs, bumper stickers, etc., shall be displayed on City vehicles or worn by City employees during working hours);

B. directly or indirectly coerce or attempt to coerce, command, or advise any other officer or Employee to pay, lend, or contribute any part of his salary,

or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes; or

C. directly or indirectly coerce or attempt to coerce, command, and advise any such officer or Employee as to where commodities may be purchased or to interfere in any other way with the personal right of such officer or Employee.

Nothing contained herein shall be deemed to prohibit any City Employee from suggesting to another Employee in a noncoercive manner that such Employee may voluntarily contribute to a fund which is administered by a party, committee, organization, agency, person, labor union or other employee organization for political purposes; from expressing an opinion on any candidate or issue; or from participating in any political campaign during the Employee's off-duty hours, so long as such activities are not in conflict with this subsection. All City Employees shall retain the right to vote as they may choose and to express their opinions on all political subjects and candidates.

1.05 Conflict of Interest

No City Employee shall:

A. while acting as a purchasing agent of the City, or as a public officer acting in the Employee’s official capacity, purchase, rent, or lease any realty, goods, or services for the City from any business entity of which the Employee, the Employee's spouse, the Employee's child, or the Employee's spouse's child is an officer, partner, director, proprietor, or in which the

Employee, the Employee's spouse, the Employee's child, or the Employee's spouse's child has a material interest;

B. rent, lease, or sell any realty, goods, or services to the City;

C. purchase any surplus realty or goods from the City if the Employee had any role in the decision-making process by which such property was originally acquired or declared to be surplus;

D. accept any compensation, payment, or thing of value when the Employee knows, or with the exercise of reasonable care should know, that it was given to influence a vote or other action in which the Employee was expected to participate in his capacity as a City Employee;

E. corruptly use or attempt to use his official position or any property or resource which is within his trust, or perform his official duties, to secure a special privilege, benefit, or exemption for the Employee or others;

F. have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with, the City;

G. have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between the private interests of the Employee and the performance of the Employee's public duties or that would impede the full and faithful discharge of the Employee's public duties;

H. disclose or use information not available to members of the general public, and gained by reason of the Employee's official position, for the Employee's personal gain or benefit or for the personal gain or benefit of any other person or business entity.

This Subsection shall be applied and construed in a manner consistent with the Code of Ethics for Public Officers and Employees (Part II, Chapter 112, **Florida Statutes**), as amended from time to time.

1.~~07~~06 General Provisions

Policies and procedures found by a court or regulatory agency of competent jurisdiction to be in violation of federal, state or local laws or regulations shall be declared null and void. In the event of any conflict between this Human Resources Policy and any duly ratified and executed collective bargaining agreement, the collective bargaining agreement shall control with respect to the area of conflict and to the Employees governed thereby. ~~This Policy shall prevail over any conflicting provisions in any subsequently ratified and executed Collective Bargaining Agreement.~~ ~~The foregoing notwithstanding, the City shall implement any subsequently ratified Collective Bargaining Agreement with respect to wages, hours, or terms and conditions of employment, despite the fact that such implementation may conflict with one or more provisions of this Policy.~~

1.~~08~~07 Separability of Provisions

If all or any portion of any provision of this Human Resources Policy is determined to be invalid pursuant to Subsection 1.07, the remaining provisions of this Policy shall remain in full force and effect.

~~**1.09 Responsibility**~~

~~**The City Manager, or his designee, shall have responsibility for the interpretation and enforcement of the provisions and purposes of this Human Resources Policy.**~~

~~**2.0 ORGANIZATION**~~

~~**The City Commission is the legislative and governing body of the City. The City Commission is composed of a Mayor, who is elected by a citywide vote, and four (4) City Commissioners, each of whom is elected from the zone in which the person resides.**~~

~~**The City Commission, by majority vote, appoints a City Manager for an indefinite term. The City Manager is the chief administrative officer of the City, and is responsible to the City Commission for the administration of all City affairs placed in his charge by the City Charter.**~~

~~3.0~~2.0 DEFINITIONS

As used in this Human Resources Policy, unless otherwise defined elsewhere in the Policy:

Anniversary Date means the date of the Employee's initial date of employment with the City~~;~~ ~~;for Part-Time Employees, this date shall be adjusted if and when the Employee moves to Full Time status;~~

Appointing Authority means the City Manager of the City;

Appointment means the act of placing an Employee in an established Position;

Board means the Human Resources Board of the City;

City means the City of Ormond Beach, a Florida municipal corporation;

City Commission means the governing body of the City;

Classification Date means the date on which an Employee entered, transferred or was promoted to the Employee's current Pay Grade;

Demotion means a change in the status of an Employee from a Position in a given Pay Grade to a Position in another Pay Grade having a lower salary range maximum;

~~**Eligible** means any person who has taken a merit examination and has achieved a passing grade; or, in the event no examination is given, an applicant who meets the minimum requirements for the Position.~~

Employee means any person in the employ of the City who receives a salary or an hourly wage for services rendered to the City;

Exempt Employee means those Employees who are exempt under the provisions of the federal Fair Labor Standards Act; ~~including, but not limited to, all executive level Employees, high level administrative supervisory Employees and professional Employees; Exempt Employees will not be eligible to receive overtime pay and are not eligible to use the employee Grievance Procedure on matters pertaining to the status of their employment;~~

Full-Time Employee means all Employees hired to fill a full-time, budgeted Position within the organizational structure of the City, whose normal work week is ~~thirty-five~~forty (~~35~~40) hours or more per week;

Lateral Transfer means a movement from a given Position to another Position in the same Pay Grade;

Non-Exempt Employee ~~means all classified Employees, as defined in the Code of Ordinances, not declared exempt and/or who~~means those Employees who are not exempt ~~by the Human Resources Board~~ under the provisions of the ~~f~~Federal Fair Labor Standards Act; ~~; Non-Exempt Employees will be eligible for overtime compensation;~~

Overtime means time worked as defined in the HR Policy and collective bargaining agreements in excess of 40 hours per established workweek. For employees covered under the Fair Labor Standards Act's Section 7(k) exemption, including certain fire protection and law enforcement personnel, overtime is calculated as provided in the collective bargaining agreements; ~~the hours of work, excluding holidays and leave with pay, in excess of forty (40) hours during the established work week, or in excess of the number of hours indicated in an extended period approved by the City Manager or his designee;~~

Part-Time Employee means all Employees whose ~~normal~~ regularly scheduled work week is less than ~~thirty five~~forty (~~35~~40) hours; such Employees will be compensated at an hourly rate for all hours worked; such Employees may be eligible for holiday pay and personal leave time, but shall not be eligible for other Employee fringe benefit programs;

Pay Grade means a group of Positions sufficiently similar in general skill level ~~duties~~ and responsibilities to be assigned to the same pay grade;

Position means an office or employment in the City (whether part-time, full-time, or temporary, or occupied or vacant) composed of specific duties;

Probationary Status means the status of an ~~Full-Time Non-Exempt~~ Employee during the Employee's initial six (6) months' period, or an extended period as hereinafter described, of active, full-time employment with the City; during Probationary Status, an Employee may be terminated without cause, which Termination shall not be subject to the Grievance Procedure of this Human Resources Policy; unless otherwise limited hereinafter, Employees on Probationary Status shall accrue fringe benefits in the same manner as provided to all other City Employees; however, unless authorized by the City Manager due to hardship in exceptional cases, paid leave may not be taken until the Employee has been removed from Probationary Status; Probationary Status shall continue beyond the initial six (6) months of employment for that number of working days which is equal to the number of working days which the Employee missed during such initial period due to advanced leave, workers' compensation leave, or other period of time during which the Employee was not engaged in the duties of the Position for which the Employee was hired; Probationary Status may also be continued for ~~an~~ up to an additional ~~one~~ three (~~1~~3) months in the event the Employee is rated "conditional" or "unsatisfactory" while on Probationary Status;

Promotion means a change in the status of an Employee from a Position in a given Pay Grade to a Position in another Pay Grade having a higher salary range maximum;

Promotional Probationary Status means the status of an ~~regular, Full-Time~~ Employee during the three (3) months' period, or an extended period as hereinafter described, following the effective date of any promotion; during Promotional Probationary Status, an Employee may be demoted, which Demotion shall not be subject to the grievance procedure of this Human

Resources Policy; Promotional Probationary Status shall continue beyond the said three (3) months' period for that number of working days which is equal to the number of working days which the Employee missed during such three (3) months' period due to workers' compensation leave, personal leave, or other period of time during which the Employee was not engaged in the duties of the Position to which the Employee was promoted; Employees on Promotional Probationary Status shall continue to accrue, and may use, fringe benefits in the same manner as they did prior to the promotion;

~~**Reassignment** means a movement from a given Position to another Position in the same Pay Grade or to a Position in another Pay Grade having the same salary range maximum;~~

Reduction in Force means the cessation of an Employee's employment due to the abolition of one or more Positions due to a shortage of funds or work, the elimination of a division or department, a material change in the duties, operations or organization of a division or department or department, or other reasons as determined by the City Manager;

Regular Status means the status of a Full-Time Employee upon the Employee being removed from Probationary Status, as herein defined;

Reinstatement means the action of returning an Employee to City employment without loss of credited service or other accrued benefits;

Resignation means a voluntary decision by an Employee to leave the employ of the City other than through Retirement;

Retirement means a voluntary decision by an Employee to leave the employ of the City and to begin receiving pension benefits under the applicable pension plan;

~~**Salary Administration Plan**~~**Pay and Classification Plan** means that plan which has been officially adopted by Resolution of the City Commission and which formally describes the ~~philosophy,~~ methods, procedures, and salary ranges for compensating employees;

Suspension means an involuntary, temporary period of time which is imposed upon an Employee, during which time the Employee is precluded from performing the duties of the Position which the Employee holds; a suspension may be either with or without pay;

Temporary Employee means all Employees, whether Part-Time or Full-Time, whose term of employment is scheduled to terminate on an agreed upon date~~on or before the last day of such Employee's sixth consecutive month of employment~~; Temporary Employees are not eligible for Employee fringe benefits;

Termination means the involuntary termination of an Employee's employment.

~~4.0~~3.0 HIRING AND CHANGE OF STATUS

~~4.01~~3.01 Authority to Effect Personnel Action

~~Part-Time and Temporary Employees will be hired by the Human Resources Director, under policies established by the City Manager and giving due consideration to the request of the relevant department/division head and then-existing budgetary constraints.~~ The authority to appoint, promote, transfer, demote, suspend and terminate all ~~other~~ employees shall be vested in the City Manager. The City Manager may authorize any department head to exercise these powers, after consultation with the Human Resources Director, with respect to Employees in that department head's department. All employment actions shall be taken in accordance with Article IV of the City **Charter** and Article II, Chapter 2, of the City **Code of Ordinances**, as

amended from time to time, which provisions are incorporated herein by reference and copies of which are attached hereto as Appendix B.

~~4.02~~3.02 Nepotism

The City of Ormond Beach is committed to fairness, transparency, and integrity in all hiring and employment practices. City employees are prohibited from influencing the employment conditions (including hiring, promotion, supervision, or termination) of relatives or individuals with whom they have a close personal relationship. It is the policy of the City of Ormond Beach not to hire any relative of an Employee, however, each such qualified applicant will be reviewed based on individual circumstances and potential conflict by the Human Resources Department. ~~without the prior written approval of the City Manager, which may only be granted if the relative of the Employee has the skills required for the position and appears to be the most qualified candidate availab~~For the purpose of this Section, "relative" shall be defined as the Employee's father, mother, stepfather, stepmother, husband, wife, son, daughter, stepson, stepdaughter, brother, sister, stepbrother, stepsister, half-brother, half-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, first cousin, nephew, ~~or~~ niece, or any individual whose close ~~association~~personal relationship with the employee is equivalent ~~of~~to a ~~famili~~familial relationship.

No Employee may engage in the decision-making process for appointing, promoting, advancing, or supervising relatives~~appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a Position any individual who is a relative of the Employee~~. An individual may not be appointed, employed, promoted, or

advanced in or to a Position in the City if such appointment, employment, promotion, or advancement has been advocated by an Employee who is a relative of the individual.

Employees are required to disclose any potential conflicts of interest arising from their familial or close personal relationships. The City will review such disclosures and take appropriate actions to manage any conflicts, which may include termination as deemed appropriate.

~~Any~~Existing Employees who marry or enter into a familial-like relationship with a colleague must disclose this change to ~~ies another Employee may seek permission from~~ the ~~City Manager~~Human Resource Director ~~to retain the Employee's position~~. ~~-~~Each case will be reviewed to determine appropriate steps to avoid supervision or direct reporting relationships between relatives, prioritizing the City's operational needs and compliance with applicable laws. ~~The City Manager shall grant such permission unless the City Manager determines the City's interest in efficiency and the effective functioning of the Position(s) involved outweighs the Employee's constitutional right to marriage, giving due consideration to the applicable law at the time of the determination.~~

The foregoing notwithstanding, no Employee may at any time report to or supervise a relative of the Employee.

In furtherance of the intent and purpose of this Subsection and Subsection 1.~~04~~03 (the ~~Policy~~ Sexual and Other Unlawful Harassment Policy~~for the Prevention of Sexual Harassment~~), Employees ~~are strongly encouraged to avoid romantic involvement with other Employees.~~are advised to maintain professionalism in workplace interactions, including personal relationships, to uphold the City's values and operational efficiency.

~~4.03~~3.03 Selection of Applicants

Any opening in an existing~~,~~ or newly established~~,~~ Position will be ~~prominently~~ posted on the ~~c~~City's website ~~throughout the City facilities~~. ~~Simultaneously with posting, the City may advertise in the public media and/or in professional publications, and/or may use the services of an employment consultant in soliciting applicants for such vacant Position.~~ All applicants for available Positions shall ~~file a written~~submit an ~~City~~ employment application ~~or resume~~and additional documents ~~, if specified, for such Position setting forth a description of their relevant educational and/or employment qualifications, listing pertinent personal and professional references and such other information as the City deems necessary to assess each applicant's suitability for a Position~~~~position~~as specified in the applicable job posting. Any person who provides false information on such application shall be subject to disqualification for the Position or, if the information is discovered to be false after the person becomes an Employee of the City, ~~to~~ may be subject to ~~T~~termination of such employment.

Applicants may be required to submit to written and/or oral examinations in order to qualify for job placement. ~~All such examinations shall be administered in strict compliance with policies and procedures established by the Human Resources Director in advance of the posting of the availability of the Position for which the examination is to be given.~~ Qualified applicants will be screened and selected in accordance with the City's Equal Employment Opportunity policy and the Americans with Disabilities Act. Veterans' preferences shall be awarded in accordance with the provisions of Chapter 295, **Florida Statutes**, as amended from time to time.

~~4.04~~3.04 Job Descriptions

All ~~existing Positions and all newly established~~ Positions will have a current ~~functional~~ job description which lists applicable Position qualifications, essential job functions, ~~illustrative~~ duties, and pay grade and range. ~~All Positions will be filled consistent with the job description.~~ Selection for positions will align with these descriptions and be conducted in a manner consistent with the City's Equal Employment Opportunity policy.

~~4.05~~3.05 Change of Status of Employment

A. Promotions

All current employees will have an equal opportunity to be considered for promotion. Positions will be posted internally to encourage qualified candidates to apply. Candidates must meet the minimum qualifications and demonstrate competency in their current roles for a period of at least six (6) months ~~Vacated or newly established Positions positions will be posted and, consistent with efficient operations, the Promotion of current, qualified Employees will be encouraged.~~ and be on a non-probationary status. Promotion decisions will be made based on qualifications, performance, and adherence to the City's Equal Employment Opportunity policy~~In order to be eligible for a Promotion~~promotion, ~~an Employee~~ employee ~~must have been actively engaged in the duties of the Position~~ position ~~from which the Employee~~ employee ~~seeks Promotion~~ promotion ~~for a minimum of six (6) months and not be in Probationary~~ probationary ~~Status~~status. Reemployed or reinstated veterans shall receive promotion preference in accordance with the provision of Section 295.09, Florida Statutes~~, as amended from time to time.~~. In accordance with the City's Equal Employment Opportunity policy, selection for promotions will be based on objective criteria including qualifications, performance, and organizational needs.

B. Demotions

An Employee shall be subject to Demotion under the following conditions:

1. ~~1.~~ Skill-b~~B~~ased Demotion: When an employee does not possess the necessary skills for their current role but has the skills required for a role in a lower Pay Grade, a demotion may be considered to better align employee capabilities with organizational needs.

~~If the Employee has been found to lack the work skills necessary for the Employee's employee's present Positionposition, but possesses the work skills necessary to meet the expected performance standards of a Position position in another Pay pay Grade grade having a lower salary range maximum.~~

2. ~~2.~~ Voluntary Demotion: At the employee's request and with approval from the Department Director and Human Resources, a transition to a role in a lower Pay Grade may be accommodated if the employee meets the performance standards for the new position and such a position is available.

~~If the Employee employee has requested a change from the Employee's employee's current Position position to a Position position in another Pay Gradepay grade having a lower salary range maximum, the Employee employee possesses the work skills~~

necessary to meet the expected performance standards of such other Positionposition, and the Position position is vacant. It shall be clearly indicated on all documentation that the Demotion demotion was effected at the Employee's employee's request.

3. 3. **Position Changes:** If the Position position of an an employee's position Employee has beenis either abolished or reallocated to a lower Pay Grade having a lower salary range maximum and such Employee employee cannot be transferred to a vacant Position position in the same or some other Pay Gradepay grade with the same salary range maximumno equivalent positions are available, the Employee may be demoted. It shall be clearly indicated on all documentation that the action taken in no way reflects on the Employee's employee's performance or ability.

Documentation for any demotion will clearly state the rationale. An Employee who isEmployees demoted under any of the aforestated aforementionedthese circumstances may experience a pay adjustment in line with the current shall also receive a reduction in pay if such reduction is required by the Salary Administration PlanPay and Classification Plan in effect on the effective date of the Demotiondemotion.

C. Transfers

1. From time to time, Employees may be transferred within the organization to align an Employee's skills with the City's operational needs. ~~Such transfers will be, as far as practicable, to Positions where the Employee's work skills will be best utilized.~~ The decision to make a transfer shall be in the sole discretion of the City Manager, or his designee, aiming to ensure that employees are placed in roles where they can be most productive.
2. When ~~transfers of personnel are necessitated by organizational changes~~organizational adjustments ~~necessity~~necessitate employee transfers, every effort shall be made to place ~~the~~ affected Employees in Positions which have the same ~~salary range maximum~~pay grade.
3. In determining suitable transfer opportunities within the organization, the preferences of employees will be taken into account wherever possible~~In making transfers within the organization, due consideration shall, when possible, be given to the desires of the Employees involved~~.
4. Transfer requests initiated by employees will be evaluated with a focus on matching individuals with Positions where they can excel. ~~When a transfer is requested by an Employee, p~~Preference shall be given to ~~those~~ Employees

whose performance consistently meets or exceeds the performance requirements of their current Position(s), according to the records in their official employment file. In cases where~~When~~ performance records are ~~equal~~comparable, ~~preference will be given to those Employees with greater seniority in the same Position~~other factors such as seniority and operational needs of each department will be considered. ~~When seniority principles are not applied due to performance records not being equal, the selection decision will be discussed with those Employees under consideration for transfer. Those Employees not selected for transfer will receive counseling in order that they may improve their performance for the next opening~~future opportunities~~.~~

D. Suspension

Subject to the procedures set forth in Section 13, an Employee may be suspended from duty with or without pay for a period to be determined, after consultation with the Human Resources Director, by the Employee's department head or his designee:

1. for ~~for~~ disciplinary reasons as a result of misconduct or violation of workplace policies~~s~~; or

2. pending the investigation of charges where the presence of the Employee at work constitutes a hazard or creates potential liability, either to the City, to other Employees, or to the Employee.; iIf the Suspension was enacted without pay and if the investigation does not substantiate the charges, and the Employee is retained, the Employee shall be paid for the period of the Suspension.

5.04.0 SEPARATIONS

5.014.01 Abandonment of Position

(a) "Abandonment of Position" is defined as an Employee's voluntary absence from the job without approved leave for two (2) or more consecutive working days, without approved leave and without intent to returnintention to return. It is deemed to be an unwritten resignation.

(b) In cases of suspected abandonmentWhen an Employee's conduct implies that the Employee employee has abandoned the Positionposition, the Human Resources Director shall will initiate a predetermination proceeding pursuant to Section 13.03 of this Policy. This proceeding will consider all relevant facts, including potential extenuating circumstances (e.g., medical emergencies), to ensure fair and equitable treatment in accordance with applicable law.

~~5.02~~4.02 Resignations

Advance notice of ~~Resignation~~ resignation being beneficial to both the ~~Employee~~ employee and the City, ~~Employees~~ employees desiring to resign from employment with the City ~~shall submit~~are encouraged to provide ~~a~~ written ~~Resignation~~ resignation to the Human Resources Director ten working days prior to the intended resignation date. ~~. Non-Exempt Employees must provide at least ten (10) working days' advance notice of Resignation; Exempt Employees must provide at least twenty (20) working days' advance notice of Resignation. As used in this Subsection, "working day" shall not include any day during which the Employee is on compensated leave or is absent without pay.~~

~~Following the provision of the required notice the Employee's Resignation shall take effect as stated in the notice and the Employee shall receive all available benefits. Failure to give the required notice shall result in the loss of eight (8) hours of accrued leave benefits for each day the required notice exceeds the actual notice. For example, if an Employee is otherwise entitled to 520 hours of personal leave, is required to give two (2) weeks' notice, and gives one (1) week notice, the Employee shall only be paid for 464 hours of personal leave (7 x 8 = 56; 520 - 56 = 464).~~ ~~The City Manager may waive the applicable time requirement if a serious hardship exists and the affected Employee's service record warrants such waiver. Relevant factors shall include: length of service, history of discipline, and specific reason(s) necessitating the waiver.~~

The City Manager, or the designee of the City Manager, may also, in the discretion of the City Manager or such designee, accept a Resignation, order the immediate return of all City property as hereinafter described, and place the Employee on administrative

leave through the effective date of the Resignation. ~~Failure to comply with such order shall result in the immediate Termination of the Employee's employment.~~

On or before the effective date of the Resignation, or as otherwise ordered, the Employee shall return to the Employee's immediate supervisor all City property issued to the Employee. Such property shall include, but not be limited to, books and records, uniforms, keys, and tools. The value of any property not so returned shall be deducted from the Employee's final City paycheck, provided that the final paycheck will not be reduced below the statutory minimum.

~~5.03~~4.03 Retirements

In accordance with general law, Retirement is not mandatory. Nevertheless, any Employee who meets the requirements as established in the applicable Pension Plan Ordinance may submit an application for Retirement to the appropriate Pension Plan Board of Trustees. Such application shall be made in compliance with the applicable Operating Rules and Procedures of the Board to which the application is submitted. If such application is approved, Retirement benefits will be paid in accordance with the applicable Pension Plan.

~~5.04~~4.04 Terminations

Subject to the procedures set forth in Section 13, an Employee ~~whose performance is~~found to have unsatisfactory performance or who ~~is guilty of~~ has violated ~~any violation of~~ this Human Resources Policy, ~~of~~ any federal, state, County, or City law or regulation, or of any administrative order, rule, directive or regulation of the City, shall be subject to ~~the~~ Termination of employment.

~~5.05~~4.05 Reduction in Force

A. In the event of a reduction in force, ~~the~~ an Employees' performance record will be the primary ~~factor~~ criterion in the determination of which Employees ~~are~~ will be laid-off. Should ~~If~~ performance records be~~are equal~~comparable, the determination of which Employees to lay off will proceed ~~will be laid-off~~ in the reverse~~inverse~~ order of their seniority in their current Positions. An Employee laid-off from a Position in a higher Pay Grade will have the ~~be given an~~ opportunity to accept a Demotion to the next lower Pay Grade in the division, or ~~if there is no division, in the~~ department if no division exists, provided that the Employee ~~meets the qualifications~~is qualified for the Position in that lower Pay Grade at the time of Demotion , ~~,~~ and ~~provided the Employee~~ has greater City seniority than the least senior Employee ~~with the least City seniority~~ in that ~~the Position in the~~ lower Pay Grade Position. Upon Demotion to a ~~Position in a~~ lower Pay Grade Position, the Employee's Classification Date shall be determined by the date of the Employee's Demotion to that Position.

B. Employees will be recalled from being laid-off in accordance with their seniority in the Position from which they were laid-off. No new Employees shall be hired in any Position until all Employees on laid-off status in that Position have had an opportunity to return to work. No laid-off Employee shall retain recall rights beyond eighteen (18) months from the date of the layoff. It shall be the sole responsibility of the Employee to

keep the Human Resources Director advised as to the current location and telephone number where the Employee may be reached for recall. Any Employee recalled shall respond within ten (10) working days of the recall notification and shall report to work on the date and at the time and place set forth in the notice. Failure to ~~so~~ respond or ~~to so~~ report as required shall be deemed as an Abandonment of Position.

~~6.0~~5.0 COMPENSATION

~~6.01~~5.01 ~~Salary Administration~~ Pay and Classification Plan

A ~~Salary Administration~~Pay and Classification Plan shall be adopted by ~~Ordinance of~~ the City Commission. ~~Each Position in the~~The Pay and Classification~~Salary Administration~~ Plan ~~will be~~ assign~~ed~~ ~~to~~ a Pay Grade and corresponding salary range to each Position. Such salary ranges are subject to annual review and may be adjusted as necessary to reflect changes in job responsibilities, economic conditions, or for other legitimate factors. The specific rate of compensation for each Employee will be within the salary range to which the Employee's Position has been assigned. Adjustments in Employee compensation, including raises, do not take effect unless and until they are confirmed in a written document signed by the City Manager, or the designee of the City Manager.

~~6.02 Salary Ranges~~

~~As part of the Salary Administration Plan, a salary range for each Position shall be adopted by the City Commission. Such salary ranges will be subject to annual review and~~

~~amendment, as the City Commission determines to be necessary in order to reflect changes in responsibilities, economic conditions, or for other valid reasons.~~

~~7.0~~6.0 HOURS OF WORK AND OVERTIME

~~7.01~~6.01 Normal Work Week

~~Thirty-five~~Forty (~~35~~40) or more hours shall constitute a normal work week for any Non-Exempt, Full-Time Employee covered by this Policy, except as ~~hereinafter provided~~determined by the respective departments for law enforcement and fire protection employees under section 7(k) of the FLSA. Nothing herein shall guarantee such an Employee payment for a normal work week unless the Employee actually works a normal work week. For the purpose of computing hours worked, scheduled Personal Leave Time under Subsection 8.02, City recognized holidays, and regularly scheduled hours not worked because the employee was on Jury Duty ~~–~~will be considered hours worked. Unscheduled Personal Leave Time under Subsection 8.02, and all other time not worked, whether paid or unpaid, will not be included for the purpose of computing hours worked. For the purpose of this Policy, authorized compensated leave ~~shall mean~~is defined as leave compensated ~~under~~ in accordance with the City's then-existing ~~City~~ policy.

~~7.02~~6.02 Overtime

A. Overtime hours worked by any Non-Exempt~~, Full-Time~~ Employee covered by this Policy shall be compensated in compliance with the provisions of the federal Fair Labor Standards Act.

B. All overtime work must be recorded accurately. Working Overtime without recording the time (**i.e.**, working "off the clock") and working Overtime without prior authorization by the department head, or the designee of such department head are strictly prohibited ~~and~~. Violations will result in disciplinary action, up to and including Termination of employment.

C. Non-Exempt, Full-Time Employees are expected to work overtime as assigned, subject to operational needs of the City. The City will provide advance notice of overtime assignments whenever practicable. Exemptions may be granted by the department head or their designee ~~Provided advance notice has been provided to the Employee as far in advance as practicable, a Non-Exempt, Full-Time Employee shall be required to work Overtime when assigned, unless excused by such Employee's department head, or the designee of such department head. Failure~~ under circumstances such as health issues, personal emergencies, or other significant commitments that cannot be altered. These exemptions will be evaluated on a case-by-case basis to ensure fairness and consistency. Refusal to accept an Overtime assignment, without a valid exemption, may be considered cause for disciplinary action.

D. To the extent reasonably possible, opportunities for Overtime will be equitably rotated among qualified Non-Exempt Employees ~~qualified to perform such work~~.

~~7.03~~6.03 Emergencies

If, in the sole discretion of 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 Policy may be suspended by the City Manager during the duration of the declared emergency; provided, however, that the rates of pay and monetary fringe benefits shall not be suspended.

~~7.04~~6.04 Compensatory Time

A. A Non-Exempt Employee, with the prior consent of such Employee's division (if applicable) or department head, may voluntarily take compensatory time off in exchange for Overtime compensation during any work week in which the hours worked, as defined under Section 7.0 of this Policy, would otherwise require Overtime compensation under the provisions of the federal Fair Labor Standards Act. No employee may be forced to use accrued compensatory time at particular times.

1. All compensatory time in lieu of pay shall be credited to such Employee at one-and-one-half hours (1½) hours of compensatory time for each Overtime hour worked.

2. No Employee may accrue more than 240 hours of compensatory time. This 240-hour limitation represents no more than 160 hours of actual Overtime worked.

B. A Non-Exempt Employee who has accrued compensatory time may request the use of such compensatory time by notifying such Employee's department head, or the designee of such department head, in writing of the desire to use accrued compensatory time. Such Employee and such Employee's department head, or the designee of such department head, shall schedule the use of the accrued compensatory time. Such department head, or the designee of such department head, shall allow the accrued compensatory time to be used within a reasonable period after receipt of the request, which is hereby defined as being within two (2) weeks of receipt of the request, provided that the use of such compensatory time does not unduly disrupt the operations of the division or department. Compensatory time may not be used as a means of avoiding the payment of statutory Overtime compensation.

C. A Non-Exempt Employee who has accrued compensatory time shall be encouraged to use the accrued compensatory time before using any accrued personal leave time.

D. The City may, at its option and at any time, pay an Employee cash in order to reduce or eliminate accrued compensatory time being carried by such Employee on City records. All such cash payments shall be made at ~~a rate equal to one and one half times such~~the Employee's regular ~~hourly~~ rate of pay ~~current~~ at the time such Employee receives the cash payment, and will

be subject to all legally-required payroll tax deductions ~~(e.g. FICA, OASI, etc.)~~.

E. When a Non-Exempt Employee leaves the employ of the City for any reason, all unused compensatory time shall be paid to such Employee at the higher of:

1. the average regular rate of pay received by such Employee during the last three (3) years of such Employee's employment with the City; or

2. the final regular rate of pay received by such Employee as an Employee of the City.

F. In the event a Non-Exempt Employee works Overtime in a work week in which compensatory time is used, the amount paid for compensatory time will not be included in the Employee's straight time rate for the purpose of Overtime calculations during that week.

G. It is intended that the provisions of this Subsection be in compliance with the compensatory time requirements of the federal Fair Labor Standards Act and the rules and regulations promulgated thereunder, as the same exist on the date of the adoption of this Policy.

~~7.05~~6.05 Record Keeping

Non-Exempt Employees must personally record the number of regular and overtime hours worked each work week and certify ~~with their signature~~ that they have accounted

for all hours they worked during the week. Exempt Employees will maintain an accurate record of their use of accrued leave and similar absences. All such records will be transmitted periodically to the Payroll Division of the Finance Department as required by applicable administrative regulations. Falsification of any such record shall be grounds for disciplinary action including, without limitation, termination of employment.

~~8.0~~7.0 LEAVE POLICY

~~8.01~~7.01 Holiday Leave

The following holidays will be observed by the City:

New Year's Day

Martin Luther King, Jr., Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

In addition, the City will designate one (1) floating holiday which will be observed during each fiscal year.

A. All ~~full~~Full-~~t~~Time Employees will receive eight (8) hours off with pay at their straight time hourly rate for each ~~of the~~ holiday~~s earned~~. All Part-Time Employees will receive four (4) hours off with pay at their straight time hourly rate for each of the holidays ~~All holidays earned must be taken as time off or paid in the same period as earned~~.

B. In order to qualify for holiday ~~time~~leave, an Employee must be at work or on approved leave ~~on active pay status or work the normally scheduled hours both~~ on the regularly scheduled working day immediately prior to the holiday and~~/or~~ the regularly scheduled working day immediately following the holiday.

C. ~~Employees who are assigned by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive Personal Leave Time.~~ An Employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with Personal Leave Time for that day.

D. Employees on scheduled personal leave, special or emergency or annual military leave, must use the holiday on the same day that it is earned.

E. When a holiday falls on a Saturday, it will be observed on the preceding Friday; when on a Sunday, it will be observed on the following Monday ~~When a holiday falls on a Saturday or Sunday, the City may designate another day as a substitute holiday for that year.~~

F. Employees assigned and scheduled to work on a holiday and who in fact do work, shall receive their pay for all hours worked that day plus eight (8) hours pay for the holiday if a Full-Time Employee, and four (4) hours if a Part-Time Employees.

~~8.02~~7.02 Personal Leave

A. Employees shall be eligible to use paid Personal Leave Time after completing the probationary period, with accrual beginning from their date of ~~Appointment~~hire. ~~Employees shall start to earn Personal Leave Time allowances as of their date of Appointment~~.

B. Personal Leave Time shall accrue at the following rates, for each full calendar month of service:

1st year thru 4th year of employment	Twelve (12) hours per month
5th year thru 9th year of employment	Fourteen (14) hours per month
10th year thru 14th year of employment	Sixteen (16) hours per month
15th year thru l9th year of employment	Eighteen (18) hours per month
20th year and thereafter of employment	Twenty (20) hours per month

Personal Leave Time may not be used prior to accrual.

C. Following the completion of probation, Personal Leave Time may be used as ~~earned~~ accrued, provided that the Employee request leave following current procedures ~~makes written request on the appropriate form(s)~~ to the department head or the department head's designee at least three (3)

calendar days in advance of scheduled use ~~which shall be promptly considered~~. The day the request is approved and the requested day off will both be counted as one of the three days. The department head or his designee shall determine the time when Personal Leave Time may be taken ~~and shall forward all such approved leave requests to the Finance Department for record keeping purposes~~. Such scheduled Personal Leave Time will be considered as "time worked" for the purposes of computing time worked for overtime purposes.

D. In the event of an emergency, such as personal or family illness, or other unforeseen emergency, no advance approval for the use of Personal Leave Time will be required. In order to maintain service, 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. To allow for scheduling, Employees shall notify management of an absence under this subsection as soon as possible, but no later than 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 the ~~GEA and~~ Employee of the perceived abuse, and ~~.~~ ~~I~~if the abuse continues, the City reserves the right to refuse to permit the abusing Employee to charge subsequent unscheduled leave to Personal Leave Time. Any subsequent unscheduled leave will be taken

without pay and may be subject to disciplinary action. Unscheduled Personal Leave Time is leave that is not approved in advance in accordance with subsection (C) and will not be considered as "time worked" for the purposes of computing time worked for overtime purposes. Requests for unscheduled Personal Leave Time which are not related to an illness or other emergency may be denied by the Employee's supervisor.

E. ~~Any employee with a balance in their Sick Leave bank as of the date of date this policy is approved will have such hours converted to Personal Leave and such hours, if any, will be added to the employee's Personal Leave Bank.~~

Personal Leave banks cannot exceed 520 hours as of an employee's anniversary date of service with the City. ~~Employees with a balance in excess of 520 hours as of the date this policy is approved will receive payment for the number of hours that exceed 520 at the hourly rate in effect upon ratification. Effective sixty (60) days after the approval of this policy,~~ ~~h~~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 employee's who are in their final year of employment, starting from their anniversary date, as stated in subsection (H) and unique circumstances approved in advance by the employee's department director and the Human Resources Director.~~

F. Employees 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 ~~proceeding~~preceding the employee's anniversary date. All hours paid under this paragraph will be deducted from the employee's bank as of the date payment is made.

G. Upon separating from the City, any 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 Leave.

~~8.03~~7.03 Professional Leave

Professional Leave Time with pay may be granted, at the discretion of the Employee's department head, to cover absences of Employees attending job-related conferences, workshops, seminars or educational classes. Costs incurred for participation by the Employee will be the responsibility of the Employee, unless the costs are within the budgetary allowances of the City. Requests for professional leave time must be submitted in advance and approved by the Employee's department head.

~~8.04~~7.04 Disability Leave with Pay

Employees who sustain a workers' compensation covered lost-time injury may request ~~their supervisor~~to apply ~~any accrued sick leave bank hours, subject to the provisions of Section 8.02(I), or~~ accrued Personal Leave hours ~~from their account~~ in order to obtain full base pay while absent from duty for medical reasons related to their injury. In no case shall the sum of the amount of paid workers' compensation and the amount of paid ~~extended illness or annual~~personal leave or other pay hours exceed the Employee's base pay for that period.

~~8.05~~7.05 Military Leave

A. Annual Military Leave

Employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, including the Florida National Guard, shall be entitled to a leave of absence from their respective duties without loss of Personal Leave, pay, time, or efficiency rating, on all working days during which they are engaged in training ordered under the provisions of the United States Military or Naval training regulations for such personnel when assigned to active or inactive duty. Leaves of absence granted under the provisions of this Section shall not exceed ~~seventeen~~ twenty (20~~17~~) working days in any one calendar year. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of

a military character shall be without pay and shall be granted by the City and, when so granted, shall be without loss of time or efficiency rating.

~~With respect to any~~For Employee~~s~~ whose working day ~~consists of~~is a shift measured in hours, each ~~such~~ 12-hour shift or less shall equate to one (1) working day leave of absence. ~~All other s~~Shifts over 12 hours and up to 24 hours shall equal two (2) working days leave of absence.

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such order or statement must accompany the formal request for military service leave at least two (2) weeks in advance.

For the ~~seventeen~~ twenty (20~~17~~) working day leave of absence, the City will issue a regular pay check to the employee.

B. Inactive Duty Training (Weekend Drills)

Employees who are members of the Armed Forces Reserve or the National Guard or Florida National Guard ~~shall be excused from work without pay or allowed to use Personal Leave Time~~may use military service leave, covered under the annual 20-day military leave allowance, to attend inactive duty training drills as required. Evidence of membership in the

applicable organization shall be provided to the Department Director by the Employee. Requests for such absences from work can be made by the Employee either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement.

C. Recall to Active Military Duty

Any full-time Employee who is a member of a reserve component or the National Guard, including the Florida National Guard, who is ordered to active duty to fulfill a primary or an emergency military obligation, will be granted military service leave of absence for the period of time provided in this Section. Employees who are required by appropriate military orders to respond to emergency duty will be placed on military service leave without loss of pay for a period not to exceed thirty (30) working days in any one (1) calendar year. The thirty (30) working days as provided in this Section are separate from the time provided for annual military service leave. Upon expiration of the thirty (30) working days, such employees shall be paid an amount necessary to bring their total pay, inclusive of their military pay, to the level earned as a City employee at the time called to active military service. Such payments shall not be made for longer than six (6) calendar months following the initial thirty (30) calendar days from the date the employee is called to active military service. The employee

shall provide verification of military earnings in order to calculate the amount due, if any.

If an Employee is covered by a City-sponsored insurance plan(s) at the time the military service leave of absence begins, the City will continue such insurance coverage as if the employee were at work for the same period (30 working days plus 6 calendar months) that the Employee qualifies for supplemental pay as outlined ~~in 8.05(C).1~~above. The Employee will continue to be responsible for dependent coverage, if applicable.

All other benefits shall continue to accrue in the same manner as if the employee were present and working during this period (i.e.: leave accruals, retirement contributions, pay increases that occur while on active military duty, etc.).

With respect to any Employee whose working day consists of a shift measured in hours, each such 12-hour shift or less shall equate to one (1) working day leave of absence. All other shifts over 12 hours and up to 24 hours shall equal two (2) working days leave of absence.

D. Induction or Enlistment into Military Service

Any full-time Employee who enlists, is drafted, or inducted into the armed forces for active duty, shall be granted a military service leave of absence for the initial period of enlistment. Employees may use Personal Leave Time during military service, if the leave was accrued prior to service. All monies due the Employee (i.e.: unused personal leave, holiday time etc. shall be paid at the time of the Employee's leaving City employment to enter active military service.

If the Employee is covered by a City-sponsored health insurance plan at the time the military service leave of absence begins, the City will offer continuous coverage for up to 18 months during the military service. If the military service does not exceed 31 calendar days, the City will continue to pay its regular share for the coverage. If the military service extends beyond 31 calendar days, the Employee shall pay the cost of the continued coverage (an amount not more than 102% of the full premium under the plan).

E. Reinstatement from Military Service

Upon termination from active military service, a former Employee who wishes to return to City employment must report for reemployment: on the next regularly scheduled workday following the completion of military

service, provided at least eight (8) hours have elapsed, if the length of military services was less than 31 calendar days;

no later than 14 calendar days following the completion of military service, if length of military service was at least 31 calendar days, but less than 181 calendar days;

no later than 90 calendar days following the completion of military service, if the length of military services was more than 180 calendar days;

if the former employee is convalescing or is hospitalized from an injury caused by military service, the ~~aforestated~~ aforementioned time periods may be extended for up to two (2) calendar years.

The former Employee shall provide the Human Resources Director with documentation to establish the timeliness of the Employee's request for reemployment. However, if such documentation is not immediately available, the Employee shall be reemployed until the documentation is available.

If the former Employee had fewer than 91 calendar days of military service, the City will re-employ the former Employee in the same Position the individual would have attained if he or she had been continuously employed. If the individual is not qualified for the Position, the individual

will be re-employed in the same Position he or she held prior to military service.

If the former Employee had over 90 calendar days of military service, the City may offer a Position with the same seniority, status, and pay as the Position that the individual held before military service, if the former Employee's previous Position is unavailable.

If a former Employee returns with a service-connected disability, not qualified for employment in the Position held before military service, the City will offer a Position of similar seniority, status, and pay for which the former Employee is qualified (with reasonable accommodation by the City).

A former Employee who is re-employed in accordance with the foregoing provisions may not be discharged except "for cause" for a period of one (1) calendar year, if the Employee was in military service for over 180 calendar days. If the term of service was less than 181 calendar days, but more than 30 calendar days, the City may not discharge the former Employee except "for cause" for a period of six (6) calendar months.

It is intended that the provisions of this Subsection E be construed and applied in a manner which is consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994.

~~8.06~~7.06 Leave of Absence Without Pay

A. Duration and Approval

Employees may request a leave of absence without pay for absences in excess of thirty (30) calendar days, but not in excess of six (6) months. Such requests must be approved by both the department head and the City Manager.

Department heads must submit a ~~Human Resources Action Form~~~~letter~~memo to Human Resources placing an Employee on a leave of absence for any period of leave without pay which exceeds thirty (30) consecutive days. The leave of absence will be effective beginning with the first day of the absence. Leave without pay includes excused absences for sickness or injury without accumulated sick leave and other excused absences without pay.

Extensions to authorized leaves of absence must be requested and approved in writing by the Employee's department head and the City Manager. Failure to return to work at the expiration of an approved leave

shall be considered as an Abandonment of Position and acted upon ~~in accordance with Section 5.01~~accordingly.

B. Employee's Responsibility

An Employee granted a leave of absence must keep the Employee's department head and Human Resources informed every month of the Employee's current activity (school, medical, military, etc.).

An Employee on a leave of absence must keep the Employee's department head and Human Resources advised of any change in the Employee's current address.

An Employee who accepts either part or full-time employment elsewhere while on an authorized leave of absence is required to notify the Employee's department head and Human Resources in writing within three (3) calendar days of accepting such other employment.

Failure to comply with the above requirements may result in the Employee's being removed from leave of absence status, in which case the Employee must return to duty or be deemed to have abandoned the Position.

C. Reinstatement from Leave of Absence

Employees returning from a medical leave of absence may be required to submit a doctor's statement to Human Resources, certifying their ability to return to work.

An Employee granted a leave of absence shall be returned to the Employee's former Position if the leave is less than ninety (90) calendar

days, unless circumstances have so changed as to make it impossible or unreasonable to do so.

Except as otherwise provided by the Family and Medical Leave Act, an Employee granted a leave of absence in excess of ninety (90) days shall be permitted to return to work provided a vacancy exists in the Employee's prior Position. If such vacancy does not exist, the Employee shall be terminated.

An Employee granted a leave of absence who wishes to return to work before the leave period has expired shall ~~be required to provide~~ obtain approval from the department head and Human Resources ~~with at least two (2) weeks' notice.~~ prior to returning to work

Employees reinstated to their prior Position from a leave without pay shall be entitled to receive their prior rate of pay in addition to any general pay increases applicable to their Position.

~~Except for Family and Medical Leave Act Leave and Military Service Leave, a leave of absence without pay for thirty (30) consecutive days or longer will result in a corresponding adjustment of the Employee's Anniversary Date of employment and Classification Date unless, if permitted by the applicable Pension Plan, the Employee maintains the Employee's retirement credit by paying both the Employee's share and the City's share of the required Pension Plan contribution.~~

No personal leave, holiday leave or any type of seniority will be earned by an Employee for the time that the Employee is on a leave of absence without pay, except ~~as provided~~ ~~in Section 8.07~~ for qualified leave under the Family and Medical Leave Act and Military Leave as provided for under this policy.

~~Except as otherwise provided in Section 8.07 an~~ An Employee who desires to maintain health insurance coverage may do so by paying the total cost of the applicable group insurance premium.

~~8.07~~Family and Medical Leave Act Leave

A. Administration of the Family and Medical Leave Act of 1993

All requests for use of the Family and Medical Leave Act of 1993 ("the Act") by eligible Employees shall be made to the Human Resources Department on forms established by the Human Resources Director. All requests for family and medical leave shall be in accordance with the provisions of the Act. Eligible Employees shall be entitled to family leave in accordance with the Act and this Policy. An employee who has worked for the City for at least 12 months, and worked at least 1,250 hours during the immediately preceding 12 months and, meets the leave purpose requirements outlined below is eligible under the Act. ~~–~~The Human Resources Department is authorized to take whatever steps it deems necessary to administer the Act.

B. Leave Purposes~~Determination of Twelve (12) Month P~~

~~_____~~An eligible employee may receive up to 12 workweeks of FMLA during any ~~"rolling"~~ 12-month period, measured forward from the date any employee's first FMLA leave begins~~backward from the date of any leave~~, for any of the following qualifying events:

1. t~~T~~o bond with the employee's ~~the~~ newborn child;
2. t~~T~~o bond with a child placed with the employee for adoption or foster care;

3. t~~T~~o care for the employee's spouse, child, or parent with a serious health condition;

4. b~~B~~ecause of a serious health condition that makes the employee unable to perform the functions of the employee's job; and,

5. b~~B~~ecause of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on (or has been notified of an impending call to active duty) covered active duty in the Armed Forces.

A qualifying exigency may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

An eligible employee may receive up to 26 workweeks of FMLA during any single 12-month period to care for a covered servicemember if the employee is the spouse, child, parent or next of kin of the servicemember. The single 12-month period shall be measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins. A covered servicemember is:

1. a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise

in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or

2. a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.~~During a single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave.~~

For purposes of the City's FMLA policy and in keeping with the language of the FMLA, a serious health condition is an illness, injury, impairment, or physical or mental condition consisting of:

1. inpatient care of an overnight stay in a hospital, hospice or residential medical care facility or any subsequent treatment in connection with such inpatient care; or,

~~**1.**~~**2.** continuing treatment by a health care provider that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities and involves incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-

term conditions, conditions requiring multiple treatments and absences attributable to incapacity that are not otherwise covered. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.~~It is hereby determined that for purposes of computing the twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs, the City shall use the twelve (12) month period measured forward from the date on which any Employee's first such leave begins.~~

C. Substitution of Paid Leave

FMLA is unpaid. Notwithstanding any other provision of this Policy to the contrary, the ~~Human Resources Director~~City ~~may~~ shall require an eligible Employee to substitute any ~~of the~~ accrued personal leave, ~~holiday leave, or sick leave,~~ which will charge against the Employee's outstanding FMLA entitlement. Any accrued personal leave ~~or sick leave~~ will run concurrently with FMLA and will not extend the amount of leave time the employee has available. ~~that the Employee is otherwise entitled to under~~

~~this Policy and the Ordinances of the City for leave provided under subparagraph (A), (B) or (C) of subsection (a)(1) of 29 USC §2612.~~

~~Notwithstanding any other provision of this Policy to the contrary, the Human Resources Director may require an eligible Employee to substitute any of the accrued personal leave, holiday, or sick leave for leave that the Employee is otherwise entitled to under this Policy and the Ordinances of the City for leave provided under subparagraph (C) or (D) of subsection (a)(1) of 29 USC §2612.~~

Nothing contained herein shall be construed to require the City to pay benefits in any such situation in which the City would not normally provide paid leave.

D. Leave Taken Intermittently or on a Reduced Leave Schedule.

An eligible employee need not use his leave entitlement in one block. When medically necessary, an employee may take intermittent FMLA or a reduced work schedule. The employee will be required to provide evidence (e.g., a Certification of Health Care Provider) that intermittent leave is medically necessary. Leave due to qualifying exigencies may also be taken on an intermittent basis~~Notwithstanding any other provisions of this Policy to the contrary, if an eligible Employee requests intermittent leave or leave on a reduced leave scheduled under subparagraph (C) or (D) of subsection (a)(1) of 29 USC §2612 that is foreseeable based on planned medical treatment, the Human Resources Director may require such~~

~~Employee to transfer temporarily to an available alternate Position offered by the City for which the Employee is qualified, provided there is equivalent pay and benefits and the Position better accommodates the recurring periods of leave than the regular employment Position of the Employee~~.

E. Accrual of Benefits.

Notwithstanding any other provision of this Policy to the contrary, any eligible Employee who takes family leave in accordance with the provisions of the Act without pay shall not be entitled to the accrual of any seniority or employment benefits during any period of leave or any right, benefit or Position of employment other than any right, benefit, or Position to which the Employee would have been entitled if the Employee had not taken the leave. However, health insurance coverage will be maintained under the same conditions as if the employee continued to work.

F. Recoupment of Medical Insurance Costs.

Should an employee not return to work following FMLA leave, ~~If any Employee does not return to work after the Employee has taken family leave without pay under provisions of the Act,~~ the City Attorney is authorized to take whatever legal action that is necessary to recoup health insurance costs incurred by the City during the time that the Employee took the family leave.

G. Spouses Employed by the City.

When both spouses are employed by the City, they are jointly entitled to a total of 12 workweeks of FMLA leave within any 12-month period if the leave is taken for the birth, adoption, or foster care placement of a child, or to care for a parent with a serious health condition. This means that together, the husband and wife may only take a combined total of 12 weeks for these specific circumstances~~In any case in which a husband and wife entitled to leave under subsection (a) of 29 USC §2612 are employed by the City, the aggregate number of workweeks of leave to which both may be entitled shall be limited to twelve (12) workweeks during any twelve (12) month period, if such leave is taken under subparagraph (A) or (B) of subsection (a)(1) of 29 USC §2612; or to care for a sick parent under subparagraph (C) of subsection (a)(1) of 29 USC §2612~~.

~~———————~~This policy does not preclude the City Manager's discretion to grant additional unpaid leave~~Nothing contained in this Section shall limit the City Manager's authority to approve a Leave of Absence Without Pay in addition to the family and medical leave otherwise provided herein. Each such approval shall be determined on the merits of the individual request and no such approval shall be deemed to constitute a "past practice" nor shall it be deemed as establishing a precedent~~.

H. Requesting FMLA.

When leave is foreseeable, an employee must attempt to schedule leave so as not to disrupt City's business operations and must provide notice to the

employee's direct supervisor and Human Resources at least 30 days in advance of the commencement of leave. Within 15 business days after notice is given, the employee must complete and submit an FMLA request form and the appropriate Certification form to the Human Resources Department.

When medical or military conditions make 30-days advance notice impossible, an employee must provide notice as soon as practicable and must comply with the ~~Organization's~~City's normal call-in procedures and notify the employee's direct supervisor and Human Resources. Within 15 business days after leave begins, the employee must complete and submit an FMLA request form and the appropriate Certification form to the Human Resources Department.

When completing required FMLA forms, an employee must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. This may include that an employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the City if the requested leave is for a reason for which FMLA was previously taken or certified.

If an employee fails to provide the City with a complete and sufficient certification, and an appropriate opportunity to cure any deficiencies has been provided, the City may deny the employee's taking of FMLA.

I. Returning from FMLA.

An employee is requested to contact Human Resources at least 2 weeks prior to the end of his leave to inform the City of the employee's availability to return to work. When appropriate, the City will require medical certification before an employee returns to work, and may also require on-going medical certifications from an employee on leave due to his own or a family member's serious health condition. An employee's failure to return from leave, or failure to contact the employee's direct supervisor on his scheduled date of return, will be considered a voluntary resignation.

All required FMLA forms are available from and must be returned to the Human Resources Department. Employees should refer any additional questions regarding the FMLA to Human Resources or refer to the DOL's website at www.wagehour.dol.gov.

~~8.08~~7.08 Paid Bereavement Leave

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 with pay. For a death that requires out of state

travel, two (2) additional days will be allowed. These days will not be charged against any other leave time.

The City agrees that the "immediate family" shall be defined as: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, grandparents and grandchildren. If the Employee was raised by someone other than one of the persons listed, the Employee may request the leave as though the Employee had been reared by one of the persons listed.

For additional bereavement leave, unscheduled Personal Leave Time ~~or sick bank time~~ may be granted.

~~8.09~~7.09 Leave for Victims of Domestic Violence or Sexual Violence

In keeping with applicable Florida law, the City provides unpaid leave to eligible employees who are victims of domestic violence or sexual violence. An employee is eligible for such leave if: he has completed 3 months of employment with the City; the employee or a family or household member of an employee is the victim of domestic violence or sexual violence; and, the leave is sought for a specific reason related to domestic violence or sexual violence. An eligible employee may take up to 3 working days of leave within a "rolling" 12--month period, measured backwards from the date of any leave.

For purposes of this Policy, "family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons

who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

An employee should speak with Human Resources as soon as he becomes aware that he may need to request leave under this Policy. The City will keep all information relating to an employee's request for such leave confidential. Except in cases of imminent danger to the health and safety of the employee or the employee's family or household member, an employee should provide advance notice of his need for leave. The City may require employees to provide appropriate documentation of the need for leave, *e.g.*, court documents or a doctor's note.

When leave is taken, the City will first substitute for unpaid leave any accumulated paid leave which will be charged against the employee's outstanding unpaid domestic violence or sexual violence leave entitlement.

~~8.10~~7.10 Unpaid Voting Leave

The City believes that each employee should exercise his right to vote in federal or state primary, general or special elections. All City employees who are registered voters and who do not have at least three hours of available time while the polls are open are entitled to take up to two hours off from work to vote. The City encourages all employees to make every effort to vote during non-working hours whenever the operating times of polling stations allow, thereby minimizing the impact on City operations.

To ensure minimal disruption to City services, employees planning to take time off from work under this policy are required to notify their direct supervisors at least two business days in advance of Election Day.

Employees may use available paid time off if they wish to be paid for leave under this policy; otherwise, time off under this policy is generally unpaid, unless paid voting leave is required by applicable law.

The City strictly prohibits retaliation against any employee who requests or takes leave under this policy. Any instances of perceived retaliation should be reported to the Human Resources Department immediately.

~~8.11~~7.11 Jury and Witness Duty Leave

The City encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they respond to a jury service summons or subpoenas, attend court for prospective jury service or serve as a juror.

Employees must provide their supervisor with notice of any jury summons or subpoena on the next day they return to work after the receipt of the summons or subpoena. Verification from the court clerk of having served may be required.

The City also will not terminate an employee based on an absence resulting from compliance with a subpoena to appear as a witness or based on the nature of the person's testimony.

Time spent engaged in attending court for prospective jury service or for serving as a juror is not compensable except that exempt employees will not incur any reduction in pay for a

partial week's absence due to jury duty. However, employees have the option to utilize any available personal leave for this purpose.

~~8.12~~7.12 Civil Air Patrol Leave

In accordance with Section 252.55, **Florida Statutes**, as amended from time to time, ~~E~~eligible employees who are members of the Civil Air Patrol will be allowed up to 15 days of unpaid leave annually for the purpose of participating in Civil Air Patrol training or missions. Employees will not be required to use accrued personal leave or any other type of accrued leave prior to taking unpaid Civil Air Patrol leave, but may choose to use such benefits.

Employees are eligible for leave if they are senior members of the Florida Wing of the Civil Air Patrol with at least an emergency services qualification and have worked for the City for at least 90 days prior to the start of leave**.**

The City will not terminate, reprimand or otherwise penalize a Civil Air Patrol member because of his or her absence due to the use of Civil Air Patrol leave. Employees must promptly notify the City of their intent to return to work following the completion of Civil Air Patrol leave.

Employees returning from Civil Air Patrol leave will receive the seniority they had as of the date their leave began, and any other rights and benefits they would receive as a result of such seniority. Employees returning from Civil Air Patrol leave will also receive any additional seniority they would have attained if they had remained continuously employed, and any other rights and benefits they would receive as a result of such seniority.

Civil Air Patrol members returning to work from leave will not be terminated for a year after the date the employee returns to work, except for cause.

~~9.0~~8.0 SAFETY AND WORKERS' COMPENSATION

~~9.01~~8.01 Safety Program

The City has established and will maintain a comprehensive safety program, including a Workplace Safety Committee under Section 442.012, **Florida Statutes**, and Chapter 38I-74, **Florida Administrative Code**, as amended from time to time~~, and all aspects of the working environment and work associated activities will receive appropriate attention~~. ~~All Employees must recognize their respective responsibilities for a successful safety program and will participate in the implementation and improvement of the City's safety program designed to eliminate unnecessary accidents and needless expense. Particular supervisory attention will be directed to the proper, safe and economical operation of equipment.~~

~~As an integral part of the City's overall safety program, a "Safety Control Procedures Manual - General" has been created and is hereby adopted as part of this Policy by this reference. The "Safety Control Procedures Manual - General" may be subsequently amended without review by the Human Resources Board or the City Commission.~~

~~9.02~~8.02 On-The-Job Injuries

Work-related accidents and injuries, no matter how small, must be reported to the employee's supervisor immediately~~All Employees shall immediately report all injuries that occur on the job to their immediate supervisor~~. Following a work-related injury, an employee is required to return to work as soon as possible.

~~9.03~~8.03 Workers' Compensation for Injured Employees

Workers' compensation is provided in accordance with applicable law~~Payment of workers' compensation to Employees who are disabled because of an injury arising out of and in the course of performing their duties with the City will be governed by the Florida Workers' Compensation Act~~.

~~——————~~To the maximum extent permitted by applicable law, qualifying workers' compensation leave will be charged against an employee's Family and Medical Leave entitlement.~~In the event an Employee suffers an injury which arises out of and in the course of performing the Employee's duties with the City, causes a serious health condition, as defined by the Family and Medical Leave Act and regulations promulgated thereunder, the City reserves the right to designate the period of disability as family and medical Leave.~~

~~An~~ When an Employee sustain~~s ing~~ an injury resulting in ~~lost-~~ time from work and has accrued ~~injury with annual~~ personal leave, the employee ~~credited to the Employee's account~~ may request ~~the Human Resources Director to apply annual~~ this leave ~~hours~~ in order to obtain pay while absent from duty due to an injury as provided in items A through D of this Subsection. The combined total of workers' compensation benefits and ~~annual~~personal leave used will not exceed 100% of the employee's regular base pay for the affected period~~In no event shall the sum of the amount of workers' compensation and the amount of annual leave exceed 100% of the Employee's base pay for that period~~.

A. Employees will receive their full wages for the day an on-duty injury occurs if the injury results in disability, or for the portion of the day spent receiving medical treatment~~Full wages will be paid for the day of the on-~~

~~duty injury if disability results, or for that part of the day spent receiving medical treatment~~.

B. If the injured Employee cannot return to work on the Employee's next shift or normal workday, the injury will be considered a disability, with the disability starting immediately following the day of the injury, whether it be a weekday, weekend or holiday. Disability shall be counted by calendar days.

C. Consistent with the Florida Workers' Compensation Act, wage replacement benefits commence after a seven (7) day waiting period of disability. Should the disability exceed twenty-one (21) days, compensation will be retroactively applied from the first day of disability~~The statutory benefits of the Florida Workers' Compensation Act do not allow for compensation during the first seven (7) days of disability. However, if the injury results in disability of more than fourteen (14) days, compensation shall be allowed from the commencement of the disability~~.

D. An Employee who has experienced a disability resulting from a compensable injury may request ~~the Human Resources Director to approve~~ the use of accrued ~~annual~~ personal leave which, together with the payment of workers' compensation monies, will provide the Employee with a salary equivalent to the Employee's normal schedule of hours at the Employee's straight time rate of pay. The amount of such accrued leave granted an Employee shall be based upon an Employee's receiving workers'

compensation monies from the first day of disability. If the Employee returns to work ~~prior to reaching his 15th day of disability~~before exceeding 21 days of disability, accrued leave may then be granted the employee to allow the amount that would have been provided under the first seven (7) days' provision of the Workers' Compensation Act as explained in Paragraph C above.

~~10.0~~9.0 TRAINING

In-service training ~~will~~ may be provided to assist Employees ~~to improve in work efficiency~~in performing their assigned duties. ~~Employee training will be an on-going function of every supervisor.~~ Staff meetings for ~~the~~ Employees will be held at the discretion of the City Manager and/or department/division heads to exchange information and to improve performance.

~~11.0~~10.0 PERFORMANCE RATINGS

~~11.01~~10.01 General Policy

Each Employee's work performance will be evaluated in writing periodically by the Employee's immediate supervisor. ~~–~~The purpose of ~~such~~ these evaluations is to provide constructive feedback on ~~inform each Employee of~~ the Employee's progress and identify areas for improvement. ~~in what areas the Employee's performance should be improved.~~ In addition, such performance evaluations will be used to assess each Employee's potential for advancement and will be a major factor in employment actions.

~~11.02~~10.02 Frequency ~~Of~~of Performance Ratings

New Employees, as well as those who have been promoted, demoted, or transferred, will undergo performance evaluations as deemed necessary by their performance but at least at the end of their probationary period~~Each new Employee, and those Employees who are promoted, demoted or transferred to new positions, will be evaluated as frequently as may be warranted by such Employee's performance but at a minimum will be evaluated in writing at the conclusion of the applicable probationary period~~. ~~If~~ Should a probationary period ~~has been~~be extended, ~~then~~ a second written evaluation will be performed at the termination of extended probationary period.

All other Employees will be evaluated at least annually~~ based upon their Classification Date~~.

~~11.03~~10.03 Special Performance Ratings

An Employee's job performance may warrant a special evaluation at any time, as determined by their immediate supervisor, especially if their performance is exceptionally outstanding or unsatisfactory~~Any Employee may be evaluated at any time when the Employee's immediate supervisor determines that such Employee's job performance is either so outstanding or so unsatisfactory that a special performance rating is warranted~~.

~~11.04~~10.04 Rating Procedure

Evaluations will be carried out by the employee's immediate supervisor using standardized forms approved by the Human Resources Director~~All evaluations will be conducted by each Employee's immediate supervisor. All such evaluations will be in writing on standard~~

~~evaluation forms approved by the Human Resources Director~~. Each Employee shall have their evaluation reviewed with them in its entirety~~, ensuring a mutual understanding of the feedback provided.~~

~~Each completed evaluation form must be reviewed in its entirety by the person(s) conducting the evaluation with each affected Employee.~~

At the conclusion of the review of the evaluation form between the ~~affected~~ Employee and the Employee's supervisor, both the Employee and the supervisor shall sign the evaluation form. The Employee's signature does not indicate agreement with the evaluation but rather only indicates that the evaluation was reviewed with the Employee. If the Employee refuses to sign, such refusal will be so noted. Employees who disagree with the evaluation of their performance as set forth in the evaluation shall be allowed to prepare a written statement of their objections and other comments, if any, and include such statement as an official part of the evaluation.

All completed and signed evaluation forms, including statements of Employee objections thereto, if any, will be filed in the affected Employee's official employment file.

~~In addition, if an Employee is evaluated as "Conditional", "Unsatisfactory", or "Improvement Needed", the Employee may appeal the evaluation to the Human Resources Board by filing a written notice thereof with the Human Resources Director within ten (10) calendar days of the day the evaluation form is completed by all involved persons.~~12.011.0

EMPLOYMENT FILES

~~12.01~~11.01 ~~Files Maintained~~General Policy

An official employment file shall be maintained for every Employee and shall contain complete information pertinent to the Employee's employment, including dates of employment, classification change(s), pay change(s), disciplinary action against such Employee, awards received, ~~if any, pertinent to the Employee's employment~~ and all periodic performance evaluations.

~~12.02~~11.02 Inspection of Files

~~Each Employee covered by this Policy~~Employees shall have the right to inspect the~~ir won~~own ~~Employee's~~ official employment file~~. Such inspections are to be conducted outside of working hours unless otherwise permitted by ; provided, however, that such inspection shall take place off duty, or on duty with the permission of the Employee's department head or such person's designee. If permission is granted, a~~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 employment file is kept.~~ The Employee shall have the right ~~to obtain duplicate~~to request copies of documents within their file, consistent with the City's normal policy and payment for such copies under the Public Records Act, Florida Chapter 119.

~~12.03~~11.03 Responses

Employees shall have the right to submit a written response to any disciplinary action, reprimand, or other significant disciplinary document added to their official employment file. Employees will be ~~promptly~~ notified through the disciplinary process of any addition to their file and are given a ten-calendar-day window from the date ~~file a written response to any letter of reprimand or other document which is placed in the Employee's official employment file, subsequent to the effective date of this Policy, as a result of supervisory action or citizen complaint within ten (10) calendar days of the time~~ the Employee becomes aware, or should have become aware, of the inclusion of such document in the Employee's file. ~~Employees shall be immediately advised of any such document being placed in their official employment file.~~ At the Employee's request, any such written response shall be included in the Employee's official employment file together with the letter of reprimand or other document against which it is directed.

~~12.04~~11.04 Confidentiality

While recognizing the public's right to access records under Florida Chapter 119, the City is equally committed to safeguarding the privacy of its Employees to the fullest extent the law allows. Efforts will be made to inform the ~~concerned~~ Employees of any external requests to view or obtain information contained in their employment file.~~, providing an opportunity for the Employee to be present during such a review~~~~The City will protect each Employee's official employment file to the extent permitted by law. The City will make every reasonable effort to~~

~~advise the Employee whenever any person makes a request to review an Employee's official employment file, and to allow the Employee to be present at the time of the review~~.

~~13.0~~12.0 GRIEVANCES

~~13.01~~12.01 General Policy

A. Right of Employees

Employees shall have the right to present grievances, whether individually, as a group, or through a designated representative; without fear of ~~in so doing, Employees shall be assured of freedom from~~ restraint, interference, discrimination, and reprisal. Such grievances shall be presented only through established lines of authority as hereinafter set forth. Recognizing the importance of addressing workplace issues promptly while also ensuring Employees have sufficient time to understand and act upon their concerns, ~~A~~all grievances must be submitted in writing within ten (10) calendar days of the event or action giving rise to the grievance.

The City will consider extensions of the ten (10) day period on a case-by-case basis.

B. Election of Remedies

For matters eligible for review by the Human Resources Board and under the Grievance and Arbitration Procedure Article of a Collective Bargaining Agreement, employees must choose the preferred process.

Once a choice is made, the alternative process is foreclosed for that issue~~On any issue which may be heard by the Human Resources Board and is also subject to the Grievance and Arbitration Procedure Article of a Collective Bargaining Agreement, the Employee must elect which procedure to follow. Selection of one procedure will prohibit the use of the other procedure~~. An "issue" under this Section means an issue arising out of a single occurrence or set of events.

C. Supervisory Responsibility

Supervisors at all levels shall receive and act promptly on Employees' complaints. However, if the grievance concerns the supervisor, employees may bypass this step and directly approach the next higher level of management or the Human Resources Department to ensure a fair and impartial review. ~~D.Appearance Before City Manager~~

~~Any Employee shall have the right to appear before, and present the Employee's grievance to, the City Manager as a final appeal, unless otherwise provided hereinafter.~~

~~E~~D. Lines of Authority

Grievances of Employees, in order to be considered, shall be presented in the following manner:

Step 1 The Employee shall first discuss the grievance with the Employee's immediate supervisor ~~or foreman~~ within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the Employee becomes aware 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) calendar day period shall commence immediately upon the Employee's return from such compensated leave. Step 1 shall be on an informal and oral basis, and shall not involve any representative of the Employee, unless requested by the Employee. The immediate supervisor ~~or foreman~~ shall render a decision within five (5) calendar days after presentation of the grievance. Any resolution of an oral grievance under this Step must be approved by the department head before the resolution is binding on the City. ~~If not approved~~If the grievance is not resolved, the grievance may be appealed to Step 2 within five (5) days of disapproval.

Although the grievance process typically begins with an informal discussion with the immediate supervisor, in cases where the grievance involves the supervisor, the Employee may start the grievance process at Step 2 by filing a written grievance with the division head or directly with Human Resources.

Step 2 Any grievance which cannot be satisfactorily settled with the immediate supervisor ~~or foreman~~ shall be reduced to writing by the Employee and shall be filed with the Employee's division head, if any. Such grievance shall be presented to the division head in writing, within five (5) calendar days of the date of completion of Step 1. The division

head shall, within five (5) calendar days after receipt of the grievance, render a written decision on the grievance.

Step 3 Any grievance which cannot be satisfactorily settled with the division head shall next be submitted to the department head, either through the Employee Representative and the Employee or by solely the Employee, at the Employee's option. The grievance as specified in writing in Step 2, shall be discussed by and between the Employee and/or the Employee Representative and the department head within five calendar (5) days after the completion of Step 2. Within seven (7) days after this discussion, the department head shall render a decision in writing.

Step 4 Any grievance not satisfactorily settled at Step 3 may be appealed to the City Manager within five calendar (5) days from the date the department head has rendered a decision. This appeal shall be submitted in writing and a copy of the original written grievance must be attached. The City Manager shall render a decision within seven (7) calendar days of receipt of the appeal. The decision of the City Manager on the grievance shall be final and may not be appealed to the Human Resources Board.

~~13.02~~12.02 Items which may be the subject of a grievance

Employees may submit a grievance on any action or failure to act on the part of the City relative to alleged violations of this Policy. Changes in the status of employment as defined herein below shall be considered under the predetermination procedure.

~~13.03~~12.03 Demotions; Suspensions; Terminations

Prior to the Demotion, Suspension, or Termination of any Employee, the City shall give the Employee written notice and conference as is hereinafter provided.

A. Predetermination Procedures; Notice; Form; Delivery

Except in the extraordinary situations described in Subsection 12.03E, the Employee shall be given notice of the proposed action in time for the notice to be received by the Employee at least two (2) calendar days prior to the date the action is to be taken.

The notice shall be in writing~~,~~ and ~~shall be either mailed to the Employee by certified mail, return receipt requested, or delivered personally to the Employee who must sign and date a receipt acknowledging the notice~~ may be mailed to the Employee via FedEx, UPS, or USPS mail, with tracking and delivery confirmation, or delivered personally to the Employee who must sign and date a receipt acknowledging the notice. If the Employee refuses to sign and date the receipt, the person responsible for delivering the notice shall sign and date the receipt as an indication that the Employee has so refused. A mailed notice, with confirmed delivery, shall constitute

full and complete notice even if the mail is refused or ignored by the Employee.

The notice shall be signed by the City Manager, or the City Manager's designated representative, and shall include the following:

1. The date the City proposes to take final action.
2. The charges or reasons for the action. ~~Identification of any documents on which the charges are based shall be included.~~
3. A statement advising the Employee that a conference will be held prior to the proposed effective date of the action, at the ~~-~~time and place specified in the notice.
4. A statement that the City is sincere in its desire to reduce the risk of error in taking the disciplinary action against the Employee and to avoid a wrongful damaging of the Employee's reputation by untrue or erroneous charges, and therefore, the City is sincerely interested in receiving and considering the Employee's response.
5. A copy or summary of Subsection 13.03 shall be enclosed with the notice.

B. Conference

The conference shall be conducted by the City Manager, or the City Manager's designated representative(s).

The person conducting the conference shall convene the conference at the time and place specified in the Notice; shall identify himself, the Employee, and all other participants; and shall explain that the purpose of the conference is to hear the Employee's side of the charges so as to protect the Employee from erroneous or arbitrary adverse action, and that the City's further purpose is to afford the City an opportunity to reevaluate its position after reviewing the information presented by the Employee and to affirm or alter its action as may be warranted.

The conference shall be informal and shall not be in the nature of an evidentiary hearing. The Employee may bring an attorney or qualified representative to assist and advise the Employee, but discovery, cross-examination, and similar legal procedures are not permissible.

The Employee shall be permitted to submit relevant information, orally or in writing, or both, with the privilege being reserved to the City to give such information such weight as it deems proper. The Employee shall be informed that if the Employee chooses to make no response, the City will proceed on the basis of the best information it can obtain without such response.

At the conclusion of the conference, the presiding person shall inform the Employee when the City will decide whether or not to take the disciplinary action and that the Employee will be promptly notified.

C. Notice of Final Action

If the City determines after the conference that it will proceed with the Demotion, Suspension, or Termination of the Employee, the Employee shall be promptly notified in writing by personal delivery or via FedEx, UPS, or USPS mail, with tracking and delivery confirmation, ~~by certified mail, return receipt requested~~of the Employee's right of appeal to the Human Resources Board. If the Employee is in a Position that is in a certified bargaining unit covered by a Collective Bargaining Agreement, the Employee shall be further notified that the Employee may, in the alternative, utilize the unit's grievance procedures under the Agreement. Further, the City must assure that the provisions of Part VI of Chapter 112, **Florida Statutes**, Law Enforcement Officers' and Correctional Officers' Bill of Rights, are followed in the case of any Employee covered by that statute, and that the provisions of Part VIII of Chapter 112, **Florida Statutes**, Firefighters' Bill of Rights, are followed in the case of any Employee covered by that statute.

D. Interim Period

During the period between the first notice and the effective date of the action, the Employee shall be expected to perform the Employee's usual duties without disrupting fellow Employees, or other persons, or the City's activities. If, however, it is deemed highly desirable or necessary that the Employee not continue to perform the same duties in the same location

during this period, the City may temporarily assign the Employee to other duties.

An Employee who is under formal investigation by the City for violation of a rule, policy or statute for which dismissal is a penalty, may be placed on administrative leave until the completion of the investigation.

E. Extraordinary Situations

In extraordinary situations, such as when the retention of an Employee may result in damage to property, be detrimental to the best interests of the City, or result in injury to the Employee, a fellow Employee, or some other person, such Employee may be suspended or terminated without two (2) calendar days' prior notice of such action, provided that written or oral notice of such action, evidence of the reasons therefor, and an opportunity to rebut the charges are furnished to the Employee prior to such Suspension or Termination.

Notice in an extraordinary situation shall include a statement as to the reasons for, and an opportunity for rebuttal of, the Suspension or Termination. The notice shall be in writing, mailed to the Employee via FedEx, UPS, or USPS mail, with tracking and delivery confirmation, or delivered personally to the Employee who must sign and date a receipt acknowledging the notice ~~sent by certified mail, return receipt requested,~~ or delivered orally to the Employee in the presence of a witness. If the City determines after the rebuttal that it will proceed with the Suspension

or Termination of the Employee, the Employee shall be promptly be notified in writing, by personal delivery or via FedEx, UPS, or USPS mail, with tracking and delivery confirmation, ~~by certified mail, return receipt requested,~~ of the Employee's right to appeal to the Human Resources Board. During the period between notice and the effective date of the action, if any, the Employee may be placed on administrative leave. If the Employee is in a Position that is in a certified bargaining unit, covered by a Collective Bargaining Agreement, the Employee shall be further notified that the Employee may, in the alternative, utilize the unit's grievance procedures under the Agreement. Further, the City must assure that the provisions of Part VI of Chapter 112, **Florida Statutes**, Law Enforcement Officers' and Correctional Officers' Bill of Rights, as amended from time to time, are followed in the case of any Employee covered by that statute, and assure that the provisions of Part VIII of Chapter 112, **Florida Statutes**, Firefighters' Bill of Rights, as amended from time to time, are followed in the case of any Employee covered by that statute.

F. Appeals to the Human Resources Board

An Employee who is a department head may be terminated at any time without the right to appeal such action to the Human Resources Board.

An Employee who submits a voluntary Resignation that is accepted shall not have the right to appeal to the Human Resources Board.

An Employee who has earned Regular Status shall have the right to appeal to the Human Resources Board any Suspension, Demotion, or Termination, except that:

1. An Employee who is promoted and subsequently demoted prior to attaining Regular Status in the higher Pay Grade shall not have the right appeal the Demotion.
2. An Employee who is promoted and subsequently receives a reduction in pay prior to attaining Regular Status in the higher Pay Grade shall not have the right to appeal the reduction in pay unless the action results in a lower rate of pay than that which the Employee was receiving prior to Promotion.
3. An Employee who accepts a reduction in pay, a Demotion, or a transfer shall waive all rights to appeal such action if the employee has signed a written statement that the action is voluntary.

Any such appeal must be submitted in writing to the Human Resources Director within five (5) calendar days of the Employee's receipt of the notice required by either subsection 13.03C or 13.03E2. Within thirty (30) calendar days from the receipt of such appeal, the Board will schedule a hearing to consider the matter. Within seven (7) calendar days after such hearing, the Board will issue a written decision to the Employee, which

decision will be advisory to the City Manager, whose decision on the appeal will be final.

~~13.04~~12.04 Time Limits Extensions

The time limits established above in Subsection 13.01 and in Paragraph 13.03 F4 may be extended, in writing, by mutual consent of the aggrieved Employee and the person responsible at the applicable step in the grievance procedure. If either the aggrieved Employee or the applicable person is on authorized leave, the time limits will automatically be extended until such leave is completed. If no extension is granted in accordance with the foregoing, then any grievance or appeal not submitted by the affected Employee within the prescribed limits will be deemed as denied.

~~13.05~~12.05 Minimum Requirements of Appellate Hearings

All appellate hearings involving a Demotion, Suspension or Termination of employment shall comply with the provisions of Section 286.011, **Florida Statutes**, as amended from time to time, and shall also meet the following minimum requirements:

1. The affected Employee shall be entitled to a hearing at which the Employee makes a personal appearance before the Board;
2. The affected Employee shall be entitled to receive a detailed written list of the reasons for the action taken against the Employee prior to the hearing;

3. The affected Employee shall be entitled to see at the hearing all evidence against the Employee leading to the decision being appealed and to confront and question any witness against the Employee;

4. The affected Employee must be afforded an adequate opportunity to rebut evidence presented against the Employee and to present whatever defense the Employee elects to present;

5. The affected Employee has a right to be represented by counsel or other representative of the Employee's choosing.

~~14.0~~13.0 DISCIPLINE

~~14.01~~13.01 General Policy

A. All disciplinary actions shall be invoked solely when it is for good cause and necessary for the good of the City.

B. Disciplinary measures will match the severity of the rule infraction or the level of unsatisfactory job performance ~~When punishment is used as a means of discipline, such punishment shall be commensurate with the rule(s) infraction or unsatisfactory job performance level~~.

C. In determining the severity of disciplinary actions, supervisors will comprehensively review the employee's total service record~~Supervisors shall take~~

~~into account an Employee's total service record when assessing the severity of disciplinary measures~~.

D. Employees who have engaged in repeated violations of rules and/or have repeatedly performed at substandard levels may be assessed progressively more severe punishment.

E. Immediate termination or suspension will be reserved for instances of gross misconduct or exceptionally poor performance that fundamentally breaches the terms of employment.~~Unless an Employee's work performance is so totally unacceptable as to warrant immediate termination and similarly, or unless a rules violation is so serious as to warrant an immediate Suspension or Termination, normal progressive discipline should be followed~~

~~14.02~~13.02 Examples of Employee Misconduct

The following list of examples shall not be construed as being exclusive of any other Employee misconduct which may lead to disciplinary action, up to and including Termination of employment. ~~Which May Lead to Disciplinary Action, up to and Including Termination of Employment:~~

A.

Leaving assigned work area without permission.

B. Violating the City's nondiscrimination and/harassment policies.

C. Verbally abusing or making dishonest statements to supervisors, coworkers, or the general public during working hours~~Behaving in a discourteous~~

~~manner to the general public or other persons with whom the Employee has contact during business hours~~.

D. Excessive ~~U~~unexcused absences ~~and/or late arrival to work~~or tardiness.

E. ~~Reporting~~ Returning late from scheduled breaks without justification.

F. ~~back to work station late from lunch or designated break perio~~ Non-adherence to established safety protocols.~~Carelessness and/or failure to observe established safety rules.~~

G. Engaging ~~in horseplay~~in unsafe activities and behaviors, such as wrestling or ~~,~~ throwing ~~objects,~~ objects, that could lead to injury or significant disruption~~practical jokes or similar forms of disorderly behavior~~.

H. ~~———~~Failing to report a workplace~~n~~ accident or health or safety hazard known to the Employee or otherwise ignoring safety rules and procedures.

I. ~~Fighting~~All incidents of physical altercations or workplace violence.

J. Sleeping on the job.

K. Using a City vehicle or ~~other~~ City equipment without prior authorization.

L. Neglecting ~~the~~ assigned job duties.

M. ~~l. Failing to report health or safety hazards known to an Employee.~~ ~~Altering~~ Falsifying time records.

N. ~~Committing theft of any type~~Theft.

O. Engaging in any type of criminal offense, whether on-duty or off-duty, that impacts the employee's eligibility for employment or negatively reflects on the City's reputation.

P. Falsifying or misrepresenting human resources records, including initial application for employment.

Q. ~~Possessing~~ Carrying or using firearms or other dangerous weapons at any time while on or in City property~~; possessing or using firearms or other dangerous weapons elsewhere during working time~~.

R. Illegally selling, possessing, or using controlled substances, whether on-duty or off-duty.

S. Accepting bribes from any person(s) doing, or seeking to do, business with the City.

T. Failure to meet defined performance standards.

U. ~~t.~~ Refusing or failing to carry out job assignments or instructions as provided by the Employee's supervisor or other appropriate management representative~~g to carry out reasonable orders issued by a supervisor~~.

V.

Refusing reasonable requests to work overtime.

W. ~~u. Gross incompetence.~~

Willfully and/or repeatedly violating established City policies and/or procedures.

X. Being in the possession, or under the influence of, illegal drugs and/or alcohol while at work.

Y. Violating the Statement of Ethics and/or the Code of Ethics for Public Officers and Employees (Part III, Chapter 112, Florida Statutes), as amended from time to time.

Z. ~~y~~Violating any provision of the City's Safety Control Procedures Manual-General, as amended from time to time.

~~**The foregoing list of examples shall not be construed as being exclusive of any other Employee misconduct which may lead to disciplinary action, up to and including Termination of employment.**~~

13.03 ~~14.03~~Drugs and Alcohol

A. **Drug-Free Workplace Program - Notice to Employees and Applicants**

~~Alcoholism and the use of illegal drugs have become one of the nation's greatest problems. Unfortunately, the City of Ormond Beach is not immune to such problems in the workplace.~~ The City will not accept any risk that the safety of its Employees, the safety of the general public or the quality of the City Employees' work may be impaired by the abuse of alcohol or illegal drug use. This policy is implemented pursuant to the drug free workplace program requirements set forth in ~~-~~Section 440.102, Florida Statutes, in Chapter 38F-9, Florida Administrative Code, in 49 C.F.R. Part 391 - Department of Transportation Controlled Substance Testing, in 49 C.F.R. Part 40 - Department of Transportation Procedures for Workplace Drug Testing Programs, and in Section 316.302 Florida Statutes, as all or any of the foregoing may be amended from time to time.

B. **Policy**

It is the policy of the City to maintain a drug-free workplace. As a condition of continued employment, all Employees must refrain from using illegal or unprescribed drugs on or off the job and abide by the terms of this Policy. It is a condition of employment that Employees refrain from reporting to work with the presence of drugs or alcohol in their bodies. The use, sale, manufacture, distribution, purchase, possession, dispensing, or being under the influence of illegal drugs, non-prescribed controlled substances, or alcohol on City property, while on City business or while operating a City-owned or leased vehicle (or any vehicle used for City business) is strictly prohibited.

In order to detect the use of the aforedescribed substances, Employees may, upon reasonable suspicion of such use, be directed to submit to urinalysis drug tests, a blood test, or a breath test. Testing shall be conducted in accordance with the applicable provisions of the ~~General Employees' Collective Bargaining Agreement~~City of Ormond Beach Policy for Drug Free Workplace. Any applicant who is subject to testing and who refuses to submit to the pre-employment drug tests or who tests positive for drugs or alcohol shall be ineligible for hire and any offer of hire is conditioned upon satisfactory drug test results. Employees who refuse to be tested or who test positive for drugs or alcohol will be subject to discipline, up to and including Termination of employment, and any illegal drugs found on City property will be turned over to appropriate law

enforcement authorities. Pursuant to the Federal Highway Administration Controlled-Substance Testing Regulations, a person who tests positive for the use of a controlled substance for which the City is testing is medically unqualified to operate a commercial motor vehicle and will be subject to appropriate disciplinary action, up to and including Termination of employment. Furthermore, if a driver refuses to be tested, such refusal will be treated as a positive test and the driver will not be permitted to operate a commercial motor vehicle and will be subject to appropriate disciplinary action, up to and including Termination of employment. An Employee injured on the job who is requested to take a drug/alcohol test and who refuses to do so, or whose test is confirmed positive, will forfeit all workers' compensation medical and indemnity benefits, if otherwise allowed by law.

The use of alcoholic beverages by City Employees on City premises or on City assignment may take place only when part of an approved City function. The authorization of alcoholic beverages at such functions does not relieve Employees from the responsibility of exercising moderation and judgment so as not to represent a danger to themselves, other Employees, the general public, or the City's reputation.

~~15.0 EMPLOYEES' REPRESENTATIVE~~

~~The Full-Time Employees holding Positions in the classified service, as defined in Section 2-31 of the Code of Ordinances, as amended from time to time, may annually elect an Employees' Representative. The Employees' Representative holding office on the Effective Date of this Policy shall continue to serve until September 30, 1997. The Human Resources Director shall receive nominations for the Employees' Representative during August of each year, and shall conduct an election during September of each year. If no candidate receives votes totaling a majority of the votes cast, then there shall be a run-off election between the two (2) candidates receiving the most votes. No candidate for Employees' Representative, nor any representative of such candidate, shall use work time to campaign for the office. No candidate for Employees' Representative, nor any representative of such candidate, shall place campaign flyers, brochures, or any other written material on or in any vehicle without the express prior consent of the owner of such vehicle. The duly-elected Employees' Representative shall serve a one (1) year term, from October 1 through and including September 30. No person may serve more than four (4) consecutive terms as Employees' Representative. This prohibition shall take effect on October 1, 1997.~~16.0<u>14.0</u> **MISCELLANEOUS BENEFIT PROGRAMS**

All Full-Time Employees will be eligible to participate in any available City fringe benefit program which may from time to time be made available to the City's work force unless such benefit is specifically limited to a specific class or classes of Employees.

~~16.01~~14.01 Health Insurance

All Full-Time Employees will be eligible to participate in any group health insurance plan offered by the City.

~~16.02~~14.02 Life Insurance

All Full-Time Employees will be eligible to participate in any life insurance plan offered by the City.

~~16.03~~14.03 Pension

~~All Full-Time Employees, except as may be otherwise provided in the applicable Pension Plan, are required to participate in the applicable Pension Plan which has been adopted by the City Commission. Such participation is a condition of employment.~~All Full-Time Employees are required to participate in the Pension Plan adopted by the City Commission, which serves as a condition of employment, except as may be otherwise specified within the terms of the applicable Pension Plan. It is understood that eligibility for the traditional Pension Plan is determined based on specific criteria set forth in the plan documents. Employees who do not meet these criteria for the traditional Pension Plan will instead be enrolled in a 401a Plan.

~~16.04~~14.04 Cafeteria Plan

All Full-Time Employees will be eligible to participate in the City's Cafeteria Plan. This plan allows Employees to pay for certain expenses with pre-tax dollars, through Section 125 of the Internal Revenue Code.

~~16.05~~14.05 Deferred Compensation Plan

All Full-Time Employees will be eligible to participate in the City's Deferred Compensation Plan. This plan allows Employees to defer taxation on income placed with the ICMA Retirement Corporation.

~~16.06~~14.06 Education

The City offers a Tuition Reimbursement Policy for employees seeking further education that aligns with their professional development and career advancement within the City. This policy is designed to support employees in pursuing higher education degrees or certifications relevant to their field of work. Employees are encouraged to review the Education Reimbursement Administrative Policy and Request Forms to understand eligibility criteria, application procedures, and the scope of covered expenses. Additional information about the Education Reimbursement Policy can be obtained from the Human Resources Department.

~~When the best interest of the City is served by a seminar, or classes, the City Manager or the City Manager's designee, may approve the City's payment of the cost of text books, registration and tuition required for the seminar or classes.~~

~~B. The cost must be approved prior to the Employee's attending the seminar or classes and, if approved and subject to Paragraph 16.06C, will be paid after successful completion of the seminar or classes.~~

~~C. If seminar or classes provide grades for work completed, the Employee must achieve a grade of "A", "B", or "C" in order to receive one hundred (100%) percent of the cost of text books, registration, and tuition required for the seminar or classes.~~

~~D.~~ Employees required by the City to obtain a Commercial Driver's License ("CDL") for their current position will be reimbursed for the original license fee and any necessary endorsements. However, associated educational costs are the responsibility of the Employee. Those obtaining a CDL for promotional purposes are not eligible for reimbursement.~~When the City requires a current Employee to obtain a Commercial Driver's License (CDL) in order to perform the duties of the Employee's current position, the Employee will be reimbursed for the original license fee plus any required endorsements. Any educational cost shall be the responsibility of the Employee. Employees who elect to obtain a CDL for promotional purposes will receive no reimbursement.~~

~~17.0~~15.0 TRAVEL POLICY

~~17.01~~ **A.** Any travel incidental to the performance of a public purpose by the Mayor, Mayor-elect, City Commissioners, City Commissioners-elect, the City Attorney, or the City Manager that requires lodging accommodations and/or travel by air must have prior approval by a majority of the City Commission, except that when such travel is necessitated by a legitimate emergency, said approval may be granted after the fact.

B. No City Employee under the direction or control of the City Manager may embark on an out-of-area trip, for which the Employee expects to be paid for or reimbursed by the City, without the express prior approval of the City Manager, or the City Manager's designee. ~~Such approval must be secured at least seven days prior to the commencement of any travel that is incidental to the performance of a public purpose.~~

C. No City Employee under the direction or control of the City Attorney may embark on an out-of-area trip, for which the Employee expects to be paid for or reimbursed by the City, without the express prior approval of the City Attorney, or the City Attorney's designee. ~~Such approval must be secured at least seven days prior to the commencement of any travel that is incidental to the performance of a public purpose.~~

D.

~~17.02~~ The City shall pay for air travel ~~accommodations only~~ in economy class ~~or tourist classes~~, unless such accommodations are not available on any flight

~~which satisfies the traveler's requirements~~. ~~Generally, payment will be made directly to the authorized travel agency. Exceptions to this procedure may be made in the discretion of the City Manager.~~

~~17.03~~ **E~~A~~.** The City will pay for reasonable and necessary lodging accommodations ~~at the "single occupancy" rate, with payment being made directly to the lodging establishment~~.

F~~B~~. The City will pay for conference or convention registration fees if attendance at such conference or convention serves a direct public purpose ~~with respect to the Employee attending such conference or convention~~. ~~Any reimbursement made directly to the Employee must be supported by the appropriate documentation/receipts.~~

~~17.04~~ **G.** ~~In the event of authorized emergency travel as determined by the City Manager (*i.e.*, a situation where an Employee is unable to receive payment in advance and/or have payment made directly to the authorized travel agency), t~~The Employee must submit receipts ~~for~~ requesting ~~travel and accommodations~~payment or reimbursement together with an approved ~~the current signed statement~~ Travel Request Voucher. ~~requesting reimbursement for such expenses. Payment for meals will be made in accordance with Subsection 17.06A~~17.01J~~.~~

~~17.05~~ **H.** In the event a ~~spouse and/or children~~guest ~~accompany~~ accompanies the ~~traveler~~ employee on any trip, payment will only be made for those

charges incurred by the Employee. ~~No additional charges for accommodations, meals or travel for the family will be reimbursed.~~

~~17.06~~ **J.** Payment of other travel expenses actually incurred will be made based on the following:

~~A.~~ **Meals:** Payment will be made to the Employee ~~in advance, when possible,~~ on a per diem basis with no receipt required, in accordance with the current rates provided in Internal Revenue Service Publication 1542 for the "high/low" substantiation method and as indicated in the City of Ormond Beach Travel Request Voucher, as amended periodically. ~~*Breakfast* (when travel begins before 6:00 a.m. and extends beyond 8:00 a.m.) - $7.50; $9.50 in those geographical areas which are now, or are hereafter, designated as "high cost localities" by the Internal Revenue Service in Publication 1542.~~

~~*Lunch* (when travel begins before 12:00 noon and extends beyond 2:00 p.m.) - $8.50; $10.50 in those geographical areas which are now, or are hereafter, designated as "high cost localities" by the Internal Revenue Service in Publication 1542.~~

~~*Dinner* (when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.) - $18.00; $22.00 in those geographical areas which are now, or are hereafter designated as "high cost localities" by the Internal Revenue Service in Publication 1542.~~Provided, however, that if any meals are

included in the registration fee for the conference or convention which the Employee is attending, the payment will be reduced accordingly.

~~B~~K. ~~.~~ **Travel by Private Vehicle:**

~~(i)~~ The use of a privately-owned vehicle for official travel ~~in lieu of public vehicle or common carrier~~ may be authorized by the City Manager, or his designee, ~~if a publicly owned vehicle is not available~~. If traveling by privately owned vehicle, the traveler shall receive reimbursement of a mileage allowance in accordance with the current standard mileage rate published by the Internal Revenue Service.

~~(ii)~~ All mileage shall be computed from the point of origin to point of destination~~, and when possible shall be computed on the basis of the current map of the Department of Transportation~~. Vicinity mileage necessary for conduct of official business is allowable but must be shown as a separate item on expense vouchers.

L. ~~(iii)~~ **Incidentals:** In addition to the foregoing, and subject to the provision of receipts evidencing payment thereof, the following expenses may be reimbursed:

1. taxi or ~~limousine fares~~ride sharing services;
2. ferry fares and bridge, road and tunnel tolls;
3. storage or parking fees; and
4. communications expenses.

~~17.07~~ **M. Elected Officials:** No elected official shall be permitted to travel to any function on behalf of the City including, without limitation, meetings of the Florida League of Cities or of the National League of Cities following an election in which the official did not run, or was defeated, for reelection.

~~**17.08A Commissioner/Mayor-elect may travel to such function as described in Subsection 17.07, at the City's expense, provided that.**~~

~~**17.09The provisions of Section 21 to the contrary notwithstanding, this Travel Policy may be hereafter amended by the City Commission without the review and recommendations of the Human Resources Board.18.0**~~**16.0 MISCELLANEOUS RULES**

16.01~~**18.01**~~ **Attendance and Tardiness**

All Employees ~~shall be in attendance at work~~are expected to be present for work at ~~by~~ their established starting time. If unable to report to work on time or complete a work assignment, Employees must promptly notify their immediate supervisor, or in their absence, the Department/Division Head, using any of the accepted communication methods as outlined by the department. ~~Employees shall notify their immediate supervisor whenever they cannot report to work on time or fulfill their work assignment. In the absence of the supervisor, the Employee should contact the Department/Division Head.~~ Failure to properly report an absence or tardiness will result in the Employee being considered absent without authorized leave, ~~Employees who fail to report their absence or lateness in accordance with these regulations shall be considered to~~

~~be absent without authorized leave and~~ subject to disciplinary action. ~~An unexcused absence of two (2) consecutive days without notification will be deemed is considered to be Abandonment of Position and the Employee shall be subject to Termination.~~

In the event of repeated tardiness or absence without authorized leave, supervisors retain the discretion to adjust disciplinary actions based on the Employee's overall record and the specifics of the case. A more severe penalty may be applied if justified by recent or severe infractions.

~~**18.02 Recommended Discipline In The Event Of Unexcused Absence Or Tardiness During Six (6) Month Period**~~

~~**A. Absences:**~~

~~**First occurrence - written warning;**~~

~~**Second occurrence - second written warning in lieu of a Suspension (may be appealed to the Human Resources Board in accordance with Section 13.03F);**~~

~~**Third occurrence - Termination.**~~

~~**B. Tardiness - Fifteen (15) minutes or more within a three (3) month period:**~~

~~**First occurrence - oral warning;**~~

~~**Second occurrence - written warning;**~~

~~**Third occurrence - one (1) day Suspension;**~~

~~**Fourth occurrence - five (5) day Suspension;**~~

~~**Fifth occurrence - Termination.**~~

~~**18.03 Discretion Of Supervisors**~~

~~Notwithstanding the recommended discipline set forth above in Section 18.02, supervisors may waive one or more recommended steps in actually prescribing discipline. Supervisors may invoke a more severe penalty if, for example, an Employee has been recently disciplined for some other rules infraction.~~ 16.02~~18.04~~ **Double Employment**

Employees are prohibited from holding more than one position within the City to ensure full dedication to their roles and prevent conflicts of interest~~No City Employee may engage in or have employment involving more than one position with the City~~.

~~18.05~~16.03 **Dress and Appearance**

Employees are expected to dress in a manner that is professional and suitable for their specific role and work environment. The City respects individual expression and strictly prohibits discrimination based on personal appearance. Supervisors will offer guidance on department-specific dress codes, emphasizing practicality and safety where applicable. ~~City Employees are expected to have high personal, moral and ethical standards, and two of the most noticeable expressions of these personal standards are dress and appearance. No attempt is made by this Policy to set specific dress standards. The important factor is the overall impression created.~~ For office employees who interact with the public, jeans, T-shirts, shorts, and sneakers are generally not considered appropriate attire, except on designated "~~dress down~~casual" Fridays when jeans and sneakers are permissible. ~~Jeans, T-shirts, shorts and sneakers are not proper attire for office Employees subject to public view; provided, however, jeans and sneakers may be worn on Friday "dress down" days.~~ In contrast, such attire may be suitable for those working in

maintenance settings, reflecting the demands of their specific work environment. ~~Within a maintenance shop, however, some of this attire might be appropriate.~~ The appropriateness of dress and appearance must be compatible with the job duties, work conditions, and level of public interaction. Supervisory staff is responsible for determining suitable dress and appearance, and this responsibility is recognized as an integral part of their role. Employees wearing attire deemed unsuitable by their supervisors may face disciplinary measures, ~~Appearance shall be appropriate to the type of work performed, the working conditions, and the amount of public contact. Determination of an Employee's specific dress and appearance is considered a proper supervisory function and will be treated as such. Continued wearing of clothing deemed inappropriate by the supervisor may subject the Employee to disciplinary action,~~ up to and including Termination. The City Manager holds the authority to make final decisions regarding dress code disputes.~~Final decisions on dress will be rendered by the City Manager.~~

~~18.06~~16.04 Hours of Work

Except where other provision is specifically made, the normal workweek shall be forty (40) hours worked.

~~18.07~~16.05 Outside Employment

Employees are allowed to engage in outside employment, provided it does not adversely affect their primary duties with the City~~Employees are prohibited from engaging in outside employment unless such outside employment does not in any way interfere with their City employment~~. The following rules shall govern all outside employment:

A. Employees planning to engage in outside employment, which includes self or family owned businesses, must notify the Human Resources Director in writing within five (5) working days before starting such employment. The notification should include the nature of the employment and the expected work hours. Failure to provide notification may result in disciplinary action~~Employees who expect to engage in outside employment shall within five (5) working days prior to commencing such employment notify the Human Resources Director in writing of such employment. Employees who fail to make such notification when engaged in outside employment may be subject to disciplinary action~~, up to and including Termination.

B. Employees are prohibited from using City resources, including tools, equipment, or materials, for outside employment purposes. Personal use of City telephones for outside employment, during or after working hours, is also not allowed~~City resources, including tools, equipment or materials of any kind shall not be used for outside employment. This also applies to the use of City telephones during or after working hours~~.

C. Outside employment should not directly compete with or impede the operations of the City. Employees must ensure that their outside employment does not create a conflict of interest or negatively impact their performance in their City role~~Outside employment shall bear no~~

~~connection to the City nor will any job interfere with work being performed by the City~~.

D. Outside employment should not interfere with the employee's ability to meet their City employment obligations, including overtime, travel, or special assignments. Employees must arrange with their outside employers to have flexibility in their schedule to accommodate City requirements when necessary~~Outside employment shall not conflict with the City's employment requirements, including any need for overtime, travel or special assignments. Employees accepting outside employment shall make arrangements with the outside employer to be relieved from their duties if and when called for service by the City~~.

E. If outside employment adversely affects an employee's health, attendance, or performance, the employee is required to reevaluate and possibly terminate their outside engagement or resign from their employment with the City. The City encourages employees to discuss any concerns with their supervisor or Human Resources to find a mutually agreeable solution before any final decisions are made~~Outside work of any kind which impairs the health, attendance or effectiveness of an Employee must either be terminated or the Employee must resign from the City~~.

F. Employees must report any injuries sustained during outside employment to their supervisor before the start of their next scheduled City workday~~All injuries sustained while engaged in outside employment must be reported~~

~~to the Employee's supervisor prior to the Employee's next scheduled working day~~.

G. To avoid conflicts of interest and maintain integrity within the City's operations, supervisors are not permitted to hire subordinates for outside employment, whether directly or indirectly~~Due to the appearance of impropriety, no supervisor may hire any other Employee who reports to the Supervisor, either directly or indirectly, to perform outside employment for the Supervisor~~.

~~18.08~~16.06 Pecuniary Interest

No Employee or immediate family member of such Employee may have any financial interests in the profits of any contract, service or other work performed by the City nor shall any Employee or immediate family member of such Employee personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company. Any Employee who violates the provisions of this Section shall be Terminated.

~~18.09~~16.07 Use of City Equipment

A. Equipment, tools, etc., issued to Employees by the City shall be used solely for the performance of City business. No such equipment, tools, etc., may be altered in any manner without the prior approval of the Employee's immediate supervisor.

B. Computer passwords shall be kept strictly confidential. No software shall be installed on any City computer without the prior approval of the appropriate Department Head, or the designee of such Department Head.

C. Any violation of the foregoing may result in disciplinary action, up to and including Termination of employment.

~~18.10~~16.08 Bulletin Boards

Any material placed on City bulletin boards, other than official City memos or documents, must be approved by the Department Head in charge of the area in which the bulletin board is located before being placed on the bulletin board.

The City has designated separate bulletin boards for ~~to~~ use by union representation for communications with its members. Use of these bulletin boards is strictly reserved for union business.

16.09 ~~18.11~~Policy on Vehicle Usage

A. City Assigned Vehicles

When necessary, as determined by the Department Director, City employees may be assigned use of a City vehicle to carry out their duties.

City employees are permitted to use City-owned vehicles for performance of their official duties only. Unless specifically authorized by the City Manager, they cannot be used for personal business, except for de-minimis use of the vehicle.

At no time may operators of such vehicles carry passengers except for authorized official business. The carrying of members of the Employee's immediate family, or other persons with permission of the Department Head to a meeting, seminar or other activity which the Employee is authorized to attend on behalf of the City, is included within the meaning of authorized official business.

An employee driving a City vehicle must have, on their person, a valid driver's license issued by the State of Florida (Commercial Driver's License as mandated by law). Additionally, employees are required to maintain a satisfactory safe driving record in order to operate City vehicles. Employees are required to notify the Human Resources Department, through their supervisor, of any change of status in their license. Suspension or revocation of licenses may affect the person's status of employment, with dependence on any job requirement for the employee to operate a City vehicle in the course of their job duties. The City reserves the right to check the validity of any employee's driver's license prior to granting permissions to operate a City vehicle and periodically thereafter.

City vehicles shall be operated in strict compliance with all laws which apply to motor vehicles in the State of Florida, or other applicable jurisdictions, including the use of seat belts. Vehicle operators who

receive citations for moving violations will be personally responsible for the payment of incurred fines, court costs, and attorney's fees.

All mechanical defects or malfunctions must be reported as soon as possible to the employee's Supervisor.

No Employee shall temporarily install, nor allow to be temporarily installed, any equipment in any City vehicle. Additional equipment is not allowed in City vehicles, unless it is approved in advance of the installation by the Department Head and permanently installed by the Fleet Operations Department, the vehicle manufacturer or a City vendor.

The cleanliness of the interior and exterior of each vehicle is the responsibility of the employee utilizing the vehicle.

If a City vehicle is involved in an accident, the employee must immediately notify the Police Department and their immediate supervisor. The supervisor or Department Head is responsible for reporting the incident to Risk Management immediately.

Smoking or any use of tobacco products is not permitted in any City vehicles. This includes but is not limited to, the following products: cigars, cigarettes, dip, chew, snuff, chewing tobacco, and e-cigarettes.

The Department Head may authorize a City Employee to use the vehicle as transportation to and from the Employee's home, based on the following criteria:

1. the Employee's job function is such that it requires the use of a City vehicle after normal working hours;
2. the Employee is subject to being called in to work for emergency situations after normal working hours; and the Employee's home is within the City limits of Ormond Beach.

Employees shall not operate any City vehicle while consuming or having consumed alcohol or while restricted from duty based on a medical condition or medication. Employees found in violation may be subject to disciplinary action up to and including the termination of their employment with the City of Ormond Beach.

B. Vehicle Allowance

A standard vehicle allowance may be provided where personal use of a vehicle is necessary for the effective and efficient execution of job duties assigned to Department Heads and other management Employees. The allowance may be used to purchase, lease, or otherwise provide a vehicle for their own use.

Those receiving vehicle allowances are required to have minimum insurance coverage for liability in the amount of $100,000 for each person, $300,000 for each accident, and property damage of $25,000. The City will not assume responsibility for any damage to the Employee's

automobile. The operating allowance includes a factor for both liability and collision insurance.

For out-of-town trip, Employees who receive a vehicle allowance may ~~The~~ use ~~of~~ a City vehicle ~~will be allowed for out-of-town trips~~ or ~~the participant may~~ elect to be reimbursed at the state statute established rate for additional mileage expenses.

~~A. Objective:~~

~~To provide guidelines and assign responsibility for the safe operation of vehicles owned and furnished by the City and establish a policy through which optional car allowances may be provided to eligible Employees.~~

~~B. Applicability:~~

~~The provisions of this policy are applicable to all City Employees who receive reimbursements for the use of their personal vehicles when conducting City business or who operate City vehicles.~~

~~C. Procedure:~~

~~Provision of take home vehicles is a privilege and not an automatic fringe benefit or Employee right, except to the extent an Employee was heretofore hired with use of a City vehicle as a condition of employment.~~

~~1. The use of vehicles assigned to each Department's personnel shall be determined by the Department Head.~~

~~2. Employees who are assigned take home vehicles for response to after hours calls, need to be readily available. Therefore, Employees who reside outside the City limits will not normally be assigned a take home vehicle. A Department Head may waive this condition based on specific job requirements and special conditions related to the job, and with approval from Human Resources Department. Notification of this waiver must be submitted in writing to the City Manager.~~

~~D. Responsibilities:~~

~~1. General City vehicles, and personal vehicles used for City business, shall be operated in strict compliance with all laws which apply to motor vehicles in the State of Florida, or other applicable jurisdictions, including the use of seat belts. Vehicle operators who receive citations for moving violations will be personally responsible for the payment of incurred fines, court costs, and attorney's fees.2. Department Heads: Department Heads shall:~~

~~a. Conduct a driver's license survey at least annually on all drivers of City vehicles under their supervision. Forms will be made available by the Human Resources Department.~~

~~b. Furnish driver's license survey results to the Human Resources Department.~~

~~c. Insure that all vehicle operators under their supervision who operate vehicles owned or furnished by the City are made aware of the contents of this policy.~~

~~d. Verify that any Employee authorized to use the Employee's personal vehicle for City business has insurance coverage on the vehicle at least equal to the amounts required.listed in Paragraph 18.11G1c.3.~~

~~Supervisors:~~

~~Supervisors shall advise and assist all City drivers under their supervision in the prompt correction of vehicle deficiencies which are to be corrected in accordance with City maintenance and repair procedures.~~

~~4. Employees Who Operate Vehicles Furnished By the City:~~

~~a. Authorized City Employees assigned City-owned vehicles may not operate such vehicles at any time other than for purposes connected with their official duties, aside from meal and rest breaks or response to emergency personal calls. At no time may operators of such vehicles carry passengers except for authorized official business. The carrying of members of the Employee's immediate family, or other persons with permission of the Department Head to a meeting, seminar or other activity which the Employee is authorized to attend on behalf of the City, is included within the meaning of authorized official business.~~

~~b. Employees shall maintain a valid Florida driver's license of the Class required to operate the assigned vehicle.~~

~~c. The Employee shall notify the Employee's supervisor immediately upon any change in the status of the Employee's driver's license. For example: upgrading, cancellation, revocation or suspension of driver's license or receipt of a moving violation citation while operating a City furnished vehicle. d. No Employee shall temporarily install, nor allow to be temporarily installed, any equipment in any City vehicle. Additional equipment is not allowed in City vehicles, unless it is approved in advance of the installation by the Department Head and permanently installed by the Fleet Operations Department, the vehicle manufacturer or a City vendor.~~

~~E. City Vehicle Assignments~~

~~1. The Department Head may authorize a City Employee to use the vehicle as transportation to and from the Employee's home, based on the following criteria:~~

~~a. the Employee's job function is such that it requires the use of a City vehicle after normal working hours;~~

~~b. the Employee is subject to being called in to work for emergency situations after normal working hours; and~~

~~c. the Employee's home is within the City limits of Ormond Beach. Exceptions to the criteria may be approved by the City Manager.~~

~~2. A City vehicle shall be used for City business only as authorized by the Department Head.~~

~~3. A City vehicle shall not be used for transporting individuals not involved in City business without the prior approval of the Department Head.~~

~~4. After normal working hours, use of the City vehicle is limited to:~~

~~a. City business; or~~

~~b. transportation to and from approved workshops, seminars or meetings as approved by Department Heads.~~

~~5. The Employee shall be responsible for:~~

~~a. insuring that maintenance is scheduled and performed on the vehicle per Fleet Operations guidelines; and~~

~~b. verifying that registration and insurance papers provided by the City are available in the glove compartment of the vehicle.~~

~~6. City Employees and authorized passengers shall wear seat belts while operating and/or riding in City vehicles as required by law.~~

~~7. Employees shall not operate any City vehicle while consuming or having consumed alcohol or while restricted from duty based on a medical condition~~

~~or medication. Employees found in violation may be subject to disciplinary action up to and including the termination of their employment with the City of Ormond Beach.F. Executive Assignments~~

~~1. City Manager:~~

~~The City Manager may be given the use of a City vehicle through the applicable employment agreement and, if so, is exempt from this policy. Police Chief and Fire Chief:~~

~~The Police Chief and the Fire Chief are given unlimited use of City vehicles through City Manager approval. This unlimited use shall be in compliance with the requirements established in section 8.11 paragraphs E(5), E(6) and E(7) apply and the Police Chief and Fire Chief must maintain a valid Florida Drivers License while operating a City vehicle.~~

~~3~~2. ~~Department Heads:~~

~~At the City Manager's recommendation and with City Commission's prior approval, a~~ A ~~standard vehicle allowance may be provided where personal use of a vehicle is necessary for the effective and efficient execution of job duties assigned to Department Heads and other executive management~~

~~Employees. The allowance may be used to purchase, lease, or otherwise provide a vehicle for their own use. For those Department Heads or executive management Employees for whom use of a City provided vehicle is preferable, usage is limited to areas, and in accordance with the city policies, defined in Section 18.11E.G. Car Allowances:~~

~~A car allowance program is an alternative offered to Employees in lieu of a City-owned vehicle. Under this reimbursement program, an Employee utilizes the Employee's personal vehicle for business travel and receives a fixed rate per month.~~

~~The automobile allowance includes a per mile allowance for the operating costs. Therefore, Employees would not be permitted to use City fueling facilities to obtain gas or to use motor pool cars except for emergencies (personal car being repaired) and for out of City trips authorized by the City Manager.~~

~~1. For those participants given the car allowance, the following regulations apply:~~

~~18.12~~16.10 Firearms Policy

A. Policy

Except for sworn law enforcement officers, no City Employee shall possess any firearm, electric weapon or device, destructive device or other weapon (as such items are defined in Section 790.001, **Florida Statutes**, as amended from time to time) while on duty during working hours, or at any time while on City property or in City vehicles and/or equipment.

Consistent with Section 790.251, Florida Statutes, employees who lawfully possess firearms or ammunition are permitted to store their firearms or ammunition securely locked within their personal vehicles in City parking lots for lawful purposes. This exception does not extend to City buildings, on-duty presence, or use of City vehicles and equipment. Such lawfully possessed firearms or ammunition may not be removed from the employee's personal vehicle or displayed to others.

A City Employee who willfully and knowingly possesses any firearm, electric weapon or device, destructive device or other weapon (as such items are defined in Section 790.001, **Florida Statutes**, as amended from time to time) in violation of this policy, except as expressly permitted under Florida law for firearms and ammunition kept in personal vehicles, will be subject to immediate disciplinary measures, up to and including Termination of employment.

Employees must be able to work in their jobs without fear that fellow Employees may threaten their personal safety. If an Employee has reason to believe that another Employee poses a threat to the Employee's personal safety, this concern shall be immediately reported to the Employee's Department Head. The City is committed to investigating all reports promptly and taking necessary actions to ensure a safe workplace. ~~The Department Head will institute whatever measures are deemed necessary to provide employee safety.~~

B. Definitions

Firearm means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; ~~-~~any destructive device; or any machine gun.

Electric Weapon or Device means any device which, through the application or use of electrical current, is designed, redesigned, used, or intended to be used for offensive or defensive purposes, the destruction of life, or the infliction of injury.

Destructive Device means any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas and includes any frangible container filled with an explosive, incendiary, explosive gas, or expanding gas, which is designed or so constructed as to explode by such filler and is capable of causing bodily harm or property

damage; any combination of parts either designed or intended for use in converting any device into a destructive device and from which a destructive device may be readily assembled; any device declared a destructive device by the Bureau of Alcohol, Tobacco, and Firearms; any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of any explosive and which has a barrel with a bore of one-half inch or more in diameter; and ammunition for such destructive devices, but not including shotgun shells or any other ammunition designed for use in a firearm other than a destructive device.

Weapon means any dirk, metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife.

Possess means to occupy in person; to have in one's actual and physical control; to have the exclusive detention and control of; to have and hold as property; to have just right to; to be master of; to own or be entitled to.

~~18.13~~16.11 ~~Electronic E~~mail~~Electronic~~ Communication and Devices

The City may provide employees with a number of electronic communication systems and devices, such as, but not limited to, email, instant messaging, internet access, cell phones, computers, iPads, and laptops. These systems and devices are provided to assist employees in performing their official job duties and should be used primarily for that purpose. Limited and reasonable personal use may be allowed so long as it does not interfere with work, is

limited in time and duration, does not compromise the integrity of the device, communication system, or security, and does not violate any other provision of this policy or any other policy, guideline or standard of the City of Ormond Beach.

Employees are responsible for using these systems in a manner that upholds the City's standards for a respectful and inclusive work environment. Specifically, the City prohibits the use of its information and email systems to display or transmit content that is sexually-explicit or that could be perceived as harassing or derogatory based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other legally protected characteristics.

Employees are further prohibited from soliciting. The email system may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other personal matters unrelated to City business.

The City maintains the right to monitor any and all aspects of its computer, electronic devices, and communications systems, including but not limited to use of the internet, email, voicemail, and messaging. Users do not have any expectation of privacy and all business-related content, whether conducted on a business or personal device, is subject to Florida's Public Record Law and may be inspected and released accordingly.

State records retention schedules apply to records regardless of the format in which they reside. Therefore, records created or maintained in electronic format, such as email, text messaging, instant messaging, social networking, voicemail, etc., must be retained in accordance with the minimum retention requirement according to the record's content. Electronic communications conducted on personal devices should be printed or forwarded to a city device

for applicable retention periods. Transitory messages, which have short-term value, such as reminders about scheduled meetings and event announcements, are not intended to formalize or perpetuate knowledge and do not set policy or certify a transaction, need only be kept until obsolete, superseded, or administrative value is lost.

~~The City of Ormond Beach provides electronicemail and information systems for City business-related purposes onlEmployees are responsible for using these systems in a manner that upholds the City's standards for a respectful and inclusive work environment. The electronic mail and other information systems of the City may not be used in any way that may be disruptive, offensive to others, or harmful to morale.~~

~~Specifically, it is against~~the ~~City prohibits the use of its information and electronic email systems to display or transmit content that is policy to display or transmit sexually explicit images, messages or cartoons. Therefore, any such transmission or use of E-mail communications that contains~~or ~~that could be perceived harassing or derogatory based on ethnic slurs, racial epithets, or anything that may be construed as harassment or offensive to others based on their race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other legally protected characteristics. Employees are further prohibited is strictly prohibited and may c~~from soliciting ~~onstitute grounds for Termination of employment.~~

~~Employees may use the information systems for City business only. The E-email system may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other personal matters unrelated to City business.~~ As technology platforms and practices change rapidly, the City may issue additional guidelines, rules, and protocols as necessary through the IT Department. All employees

are expected to comply with IT directives and complete any assigned training needed to support the security and integrity of the City's network.

~~For privacy reasons, Employees may not attempt to or gain access to another employee's personal file of E-email messages without the latter's express permission. However, management reserves the right to enter an Employee's E-email files if there is a business need to do so.~~

~~Any violation of the foregoing may result in disciplinary action, up to and including Termination of employment.~~

~~18.14~~16.12 ~~Other Rules and Regulations~~ 16.12 Other Rules and Regulations

Other rules and regulations may be promulgated from time to time as required by the City Manager and will be applicable to Employee conduct providing that such rules and regulations have been duly posted or communicated to affected employees.

~~19.0~~17.0 VOLUNTEERS

~~19.01~~17.01 Policy and Purpose

This Section shall govern the City's utilization of volunteers. It is the policy of the City to provide for the use of volunteers, where appropriate; to provide a program for

recruitment, screening, training, supervision, and use of volunteers; and to promote the volunteer services of the handicapped youth, minorities, support organizations, and other individuals for the purpose of assisting in various programs administered by the City.

~~19.02~~17.02 Definitions

For the purpose of administering this Section the following words and terms shall have the meaning indicated:

"**Authorized supervisor**" means a City employee authorized to accept the services of volunteers.

"**Occasional-service volunteer**" means any person who offers to provide a one-time or occasional voluntary service.

"**Regulatory responsibility**" means a duty or responsibility, assigned to an individual by management, that involves direct responsibility either for determinations of whether or not a person is in compliance with City ordinances, permits or orders, or for determinations or recommendations as to whether any City permit or order should or should not be issued, modified, suspended, or revoked.

~~**D. "Regular-service volunteer**" means a volunteer engaged in specific voluntary service activities on an on-going or continuous basis.~~**E**"**Volunteer**" means any person (as defined under Section 1.01, **Florida Statutes**, as amended from time to time) who, of their own free will, provides goods or services to the City, with no monetary or material compensation; provided, however, that no City Employee may volunteer to perform the

Employee's normal duties. City Employees who perform volunteer duties must have prior written approval from the Human Resources Director.

~~19.03~~17.03 Recruitment, Screening, Training, Supervision, and Responsibility of Volunteers

Volunteer recruiting shall be the responsibility of the Human Resources Department. ~~Advertisements used to recruit volunteers shall clearly state that volunteer services are being sought by the City to perform a particular activity or activities, as provided in a job description for each volunteer position. The job description shall be prepared in summary on the Volunteer Services Agreement.~~

~~Applicants willing to provide volunteer services shall be accepted or rejected based on the findings of a screening process conducted by the Human Resources Department.~~ Screening criteria will be determined by the Human Resources Department on a job specific basis and shall be limited to those matters which determine a volunteer's ability and availability to perform the services for which they have applied.

Volunteers may be used only for assignments related to their background and training.

Authorized supervisors may institute appropriate training programs for volunteers where such training would assist the volunteers in carrying out assigned duties.

Volunteers shall not be assigned any tasks, duties, or responsibilities for which they have not been properly trained.

Volunteers shall work under the supervision of City employees.

Volunteers shall not be assigned any regulatory responsibilities.

~~19.04~~17.04 Volunteer Services Agreements

An agreement for volunteer services between the volunteer and the City shall be completed by the volunteer and the head of the department or division using the services of the volunteer. A copy of the services agreement shall be maintained by the City during the volunteer's period of service. Volunteers shall be advised that during the period of service they are not considered employees of the City. Each City department or division may use a separate service agreement developed to meet the special needs and procedures in securing volunteers for that department or division. A service agreement may include a single agreement with support organizations that will cover all individual volunteers providing services by way of the organization. Such agreements shall contain, at a minimum, an acknowledgement by the person(s) that services will be provided to the City on a voluntary basis, the dates and hours the person(s) are available for voluntary service, and a brief description of the volunteer's duties.

~~Volunteers under the age of 18 must provide a signed parental permission slip.~~ All volunteer service work performed by persons under the age or 18 must comply with all Federal and State Child Labor Laws in regard to hours of service and safety requirements.

Volunteers shall be made aware of the City's standards of conduct.

~~19.05~~17.05 Administrative Requirements

Recording and Reporting Volunteer Service Hours. Each department or division shall maintain volunteer service time logs. ~~A summary total of these hours shall be~~

~~submitted to the Human Resources Department at the end of each fiscal year for inclusion in an annual report to the City Commission.~~

Volunteer Files. Each department or division shall be responsible for maintaining volunteer files for each volunteer which shall contain all records related to the volunteer's period of service.

~~19.06~~17.06 Standards of Conduct for Volunteers

Volunteers shall be expected to comply with City standards of conduct, and other applicable rules, policies, and practices.

Except as provided in 17.06C below, volunteers shall comply with the State of Florida Code of Ethics for public officers and employees, Chapter 112, Part III, **Florida Statutes**, as amended from time to time.

The provisions of Chapter 112, **Florida Statutes**, as amended from time to time, relating to Employee relationships with entities which are doing business with or are subject to regulation by the City shall not apply to a volunteer who only serves on an advisory body as defined in Section 112.312(1), **Florida Statutes**, as amended from time to time.

~~19.07~~17.07 Termination of Volunteer Service

A volunteer's services may be terminated at the discretion of the City.

~~19.08~~17.08 Volunteer Benefits

Volunteers shall be entitled to payment for travel and per diem as provided for City employees pursuant to Section 17.0 of this Policy.

Volunteers shall be covered by City liability protection in accordance with the definition of "volunteer" and the provisions of Section 768.28, **Florida Statutes,** as amended from time to time.

Volunteers shall be covered by workers' compensation in accordance with Chapter 440, **Florida Statutes,** as amended from time to time.

Volunteers shall be afforded the use of City equipment, and vehicles to conduct their volunteer services on behalf of the City upon approval by the head of the department or division using the services of the volunteer.

~~20.0~~18.0 EFFECTIVE DATE

This Human Resources Policy will become effective upon its adoption by Resolution of the City Commission.

~~21.0~~19.0 AMENDMENT

This Policy may be amended by Resolution adopted by the City Commission, after review and recommendation by the Human Resources Board.

MINUTES
City of Ormond Beach
Human Resources Board Meeting
Tuesday, September 10, 2024 at 5:30 PM

Those present were: Ryan Ochipa, HR Board Member; Matt Coleman, HR Board Member; Bill Denny, HR Board Member; Samantha Potts, HR Manager; and Ashley Shaffer, HR Assistant and Recording Secretary. Those absent were: Barbara Bonarrigo, HR Board Member; Tim Stockman, HR Board Member.

The meeting was called to order at 5:31 PM.

Roll call confirmed that a quorum had been established.

Minutes from the May 9, 2023 HR Board meeting were approved.

Samantha Potts introduced the proposed revisions to the HR Policy.

- All city employees - bargaining and non-bargaining units - are expected to follow the HR Policy.
- Pending HR Board approval, it's scheduled to be voted on at the next City Commission meeting on 10/02/2024.
- The overall changes involved:
    - Required legal updates
    - Necessary updates to policy language
    - Minor revisions to reflect current practices
    - Removal of redundancies in the language
- These updates aim to ensure the HR Policy is current and effective, ensuring that revisions adhere to current legal standards and best practices. This involved avoiding any provisions that could quickly become outdated or potentially problematic in the future.

A motion was made and seconded to recommend the updated 2024 HR Policy, and approve its inclusion in the agenda for the October 2nd, 2024 at the City Commission meeting.

There was no other business.

There were no public comments.

The meeting was adjourned at 5:51 PM.

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.S

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	Information Technology		
Subject:	Intent to Bid - Internet Services		
Summary:	The City is releasing this intent to bid to enter into a contract with a responsive and responsible company to provide Internet service at 3 main locations: • 100meg circuit - Fire Station 94, 2301 Airport Rd. • 100meg circuit - Nova Community Center and Park, 440 N. Nova Rd. • 1gig circuit - Police Department, 170 W. Granada Blvd. The City currently has a Wide Area Network (WAN) connecting all sites/locations. The primary purpose of this solicitation is to establish a separate failover and redundant network to support critical safety, telephony and facilities equipment communications across the City in the event of a WAN failure or unforeseen disconnect. This is in addition to providing daily Internet service at the sites/locations. Bids will only be accepted from vendors not currently providing WAN services to the City. In addition, for the City to effectively manage the services, only bids for all sites will be accepted, with all sites being provided by a single internet service provider.		
Financial Impact:	The Fiscal Year 2024-2025 General Fund Information Technology Operating Budget includes $29,000 for this service.		
Citizen Impact:	It is in the best interest of the City and its residents to establish a high level of redundancy and safety in the network to avoid disruption in electronic communications and services.		

Recommended Action (Staff, Advisory Board and/or Other):	It is recommend the intent to bid be approved to proceed, unless otherwise directed.
Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031
Attachments:	1. BID 2025-11 Internet Services - 3 year term final
Approval:	Kelly McGuire, Finance Director 10/7/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Internet Services**

BID NUMBER: **2025-11**

BID OPENING DATE & TIME: **November 20, 2024 at 2:00 PM**

BID OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

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.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: 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. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of

Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are <u>not</u> assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

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)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "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".

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.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

City of Ormond Beach

INTERNET SERVICES
Bid 2025-11

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 102, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Robert Hart, by e-mailing rob.hart@ormondbeach.org.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **three (3) years**.

SCOPE OF WORK:

GENERAL

The City currently has a Wide Area Network (WAN) connecting all sites/locations. The primary purpose of this solicitation is to establish a separate failover and redundant network to support critical safety, telephony and facilities equipment communications across the City in the event of a WAN failure or unforeseen disconnect; this is in addition to providing daily Internet service at the sites/locations.

Therefore, for the best interest of the City and to establish a high level of redundancy and safety in the network, bids will only be valid or accepted from vendors not currently providing WAN services to the City. In addition, for the City to effectively manage the services, only bids for all sites will be accepted, with all sites being provided by a single Internet Service Provider (ISP).

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this_____ day of_____,20_____, by_____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

City of Ormond Beach

INTERNET SERVICES
Bid 2025-11

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

_____
TITLE

_____
DATE

City of Ormond Beach

INTERNET SERVICES
Bid 2025-11

BID RESPONSE FORM

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

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

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

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

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

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

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

BID RESPONSE FORM
(continued)

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

PHONE NO.: _____ EMAIL: _____

SUBMITTER'S NAME: _____
(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original Signature)
declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

INTERNET SERVICES
Bid 2025-11

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE – Year 1

Item No:	Description:	Quantity:	Unit:	Monthly Price:	Annual Price:
1.	100meg circuit at Fire Station 94 2301 Airport Rd,	12	EA	$_____	$_____
2.	100meg circuit at Nova Community Center 440 N. Nova Road	12	EA	$_____	$_____
3.	1gig circuit Police Department 170 W Granada Blvd.	12	EA	$_____	$_____

BID SCHEDULE – Year 2

Item No:	Description:	Quantity:	Unit:	Monthly Price:	Annual Price:
1.	100meg circuit at Fire Station 94 2301 Airport Rd,	12	EA	$_____	$_____
2.	100meg circuit at Nova Community Center 440 N. Nova Road	12	EA	$_____	$_____
3.	1gig circuit Police Department 170 W Granada Blvd.	12	EA	$_____	$_____

BID SCHEDULE – Year 3

Item No:	Description:	Quantity:	Unit:	Monthly Price:	Annual Price:
1.	100meg circuit at Fire Station 94 2301 Airport Rd,	12	EA	$_____	$_____
2.	100meg circuit at Nova Community Center 440 N. Nova Road	12	EA	$_____	$_____
3.	1gig circuit Police Department 170 W				

Granada Blvd.	12	EA	$_____	$_____

TOTAL BID FOR INITIAL THREE YEAR TERM

$_____

(Figures)

_____

(Words)

City of Ormond Beach

INTERNET SERVICES
Bid 2025-11

CITY OF 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

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
    (1) A physical business and location address;
    (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
    (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
    (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
    (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility

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

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

Company Name:_____

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 <u>eligible</u> 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: _____

Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

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 $25,000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual

aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of “Best’s Key Rating Guide”, published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers’ Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 8.T

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 2024		
Summary:	The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends. (Reporting dates may vary since tracking and reporting periods may vary based on the subject.)		
Financial Impact:	None		
Citizen Impact:	None		
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 - August 2024 2. Capital Improvements Projects, Status Report - September 2024 3. Economic Development Report - September 2024 4. Development Activity Report - September 2024 5. Building Permit Activity - September 2024		
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	10/1/2024 10/9/2024 10/11/2024	

Monthly Financial Status Report
August 2024

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.

The first table following this introduction provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Revenues at or above 92% benchmark is favorable, while expenses at or below the 92% benchmark is also favorable.

The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision (Ridge Haven).

Budget Summary

Fund	Final Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	43,461,840	39,263,284	90%	40,713,482	94%
104 - Community Redevelopment	1,609,825	1,641,097	102%	906,495	56%
106 - Ormond Crossing	329,996	320,833	97%	-	0%
107 - Stormwater	4,478,430	2,601,329	58%	1,947,851	43%
108 - Airport	2,725,948	278,316	10%	439,063	16%
109 - Local Law Enforcement Trust Fund	-	168,150	0%	1,621	0%
110 - Economic Development Fund	-	17,113	0%	79,021	0%
115 - Recreation Facility Fee	57,225	58,724	103%	84,766	148%
205 - Financing Debt Service	803,545	736,582	92%	212,456	26%
211 - Debt Service 2005 CIP Note	162,000	143,913	89%	156,545	97%
220 - Debt Service GOB 2010	392,114	390,314	100%	360,448	92%
301 - General Capital Improvement	1,614,840	3,251,169	201%	2,095,765	130%
302 - General Equipment & Vehicle	290,000	235,986	81%	195,857	68%
305 - Public Safety Vehicle & Equip	2,455,000	975,680	40%	576,342	23%
308 - Transportation	2,121,284	1,562,614	74%	2,727,288	129%
310 - Recreation Impact Fee	100,000	283,867	284%	-	0%
316 - Local Roads Impact Fee	50,000	564,615	1129%	-	0%
317 - Facilities Renewal & Replacement	808,736	990,241	122%	883,333	109%
318 - Stormwater Impact Fee	50,000	32,348	65%	-	0%
319- Police Impact Fees	-	28,812	0%	-	0%
320- Fire Impact Fees	-	35,808	0%	-	0%
322 - Leisure Services Capital Fund	1,149,749	505,384	44%	182,040	16%
401 - Water/Wastewater Operating Fund	24,006,719	21,294,281	89%	22,401,436	93%
408 - Water/Wastewater E&V Fund	250,000	261,860	105%	-	0%
409 - Water/Wastewater Capital	7,000,000	3,300,432	47%	3,104,087	44%
414 - Water/Wastewater Consolidated Debt	5,209,000	3,858,250	74%	4,719,236	91%
433 - Reuse Impact Fee Fund	-	29,025	0%	16,851	0%
434 - Water Impact Fee	2,772,500	716,880	26%	103,899	4%
435 - Wastewater Impact Fee	675,000	1,174,430	174%	144,097	21%
446 - 2024 W&S Bond Projects	13,000,000	(54)	0%	21,150	0%
460 - Solid Waste	13,285,500	14,350,807	108%	10,654,601	80%
502 - Workers Compensation	806,612	747,538	93%	768,008	95%
504 - General Liability	2,455,253	2,935,442	120%	2,683,206	109%
Total	**$ 133,121,116**	**$ 102,755,069**	**77%**	**$ 96,185,974**	**72%**

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at $16 million and is based on the taxable value ($4.6 billion) and the General Fund operating millage (3.761). Actuals to date are $15.9 million 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 $4.4 million

Communication Taxes – Communication service taxes collected as of August 2024 are $1.36 million.

Business Tax –Business tax collections amounted to $168,245. 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 August 2024 are $4.67 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through August 2024, the City received a total of $4.44 million in this category. This category was impacted by the COVID Pandemic in previous years.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The Volusia County Library is no longer charged as it has been in previous years in this category. The City received $977,000 in this category through August.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were $55,506 as of August 2024.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were $2 million

Transfers In –Transfers have been recorded in the amount of $5.2 million.

General Fund Revenues - August 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Property Tax	$ 16,188,466	$ 15,927,585	$ 260,881	98.4%	$ 14,380,904	$ 1,546,681	10.76%
Utility Taxes	4,585,000	4,429,272	155,728	96.6%	3,724,543	704,729	18.92%
Communication Tax Receipts	1,700,000	1,362,533	337,467	80.1%	1,290,589	71,944	5.57%
Business Tax	283,500	138,245	145,255	48.8%	198,076	(59,831)	-30.21%
Licenses, Permits & Fees	5,184,350	4,666,658	517,692	90.0%	3,778,321	888,337	23.51%
Intergovernmental	5,256,300	4,440,953	815,347	84.5%	4,612,571	(171,618)	-3.72%
Charges for Services	858,138	977,280	(119,142)	113.9%	1,031,199	(53,919)	-5.23%
Fines & Forfeitures	73,000	55,506	17,494	76.0%	55,018	488	0.89%
Miscellaneous Revenues	3,553,765	2,031,716	1,522,049	57.2%	1,987,394	44,322	2.23%
Transfers In	5,709,321	5,233,536	475,785	91.7%	4,380,849	852,687	19.46%
Use of Fund Balance	70,000	-	70,000	0.0%	-	-	0.00%
	$ 43,461,840	$ 39,263,284	$ 4,198,556	90.3%	$ 35,439,464	$ 3,823,820	10.8%

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
NOVA Sports Field Reconstruction	$70,000.00	9/20/2023	Original Budget
Downtown Community Center Design	$783,059.00		
OBSC LED Softball Quad Lighting (add'l funds)	$53,000.00	5/7/2024	Res No. 2024-70
Nova Fields 2-5 (add'l funds)	$44,000.00	5/7/2024	Res No. 2024-71
OBSC Lease True- up	$340,000.00	5/14 workshop	

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for $28.2 million of the General Fund gross budget. Expenditures through August 2024 were $26.7 million.

Operating Expenditures - This category includes $13 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through August 2024, $12.4 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at $201,000. $94,602 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is $1.7 million with $1.5 made through August 2024.

Financial Status Report:
August 2024

General Fund Expenditures - August 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
City Commission	$ 398,297	$ 344,176	$ 54,121	86.4%	$ 372,639	$ (28,463)	-7.64%
City Administration	766,686	826,512	(59,826)	107.8%	628,115	198,397	31.59%
Support Services	436,052	396,880	39,172	91.0%	384,065	12,815	3.34%
City Attorney	897,617	1,271,183	(373,566)	141.6%	763,344	507,839	66.53%
Legislation & Policy	2,498,652	2,838,751	(340,099)	113.6%	2,148,163	690,588	32.15%
Finance	1,126,785	1,067,364	59,421	94.7%	938,067	129,297	13.78%
Information Technology	1,661,794	1,917,886	(256,092)	115.4%	984,198	933,688	94.87%
Human Resources	610,162	525,194	84,968	86.1%	525,324	(130)	-0.02%
Planning	815,894	712,719	103,175	87.4%	619,442	93,277	15.06%
Building Inspections	1,208,177	1,212,525	(4,348)	100.4%	955,570	256,955	26.89%
Police Administration	1,197,397	1,022,987	174,410	85.4%	838,999	183,988	21.93%
Police Operations	7,508,510	7,243,290	265,220	96.5%	6,000,867	1,242,423	20.70%
Community Outreach	620,646	510,727	109,919	82.3%	505,343	5,384	1.07%
Criminal Investigations	1,527,310	1,432,777	94,533	93.8%	1,155,650	277,127	23.98%
Community Services	444,250	410,154	34,096	92.3%	375,521	34,633	9.22%
Records	193,324	171,958	21,366	88.9%	142,791	29,167	20.43%
Neighborhood Impr.	496,897	347,768	149,129	70.0%	373,282	(25,514)	-6.84%
Police	11,988,334	11,139,660	848,674	92.9%	9,392,453	1,747,207	18.60%
Fire	7,363,742	7,062,643	301,099	95.9%	6,217,615	845,028	13.59%
Streets	2,622,263	2,213,075	409,188	84.4%	2,046,386	166,689	8.15%
Engineering	1,251,822	1,102,449	149,373	88.1%	982,971	119,478	12.15%
Fleet	1,823,290	1,578,153	245,137	86.6%	1,713,721	(135,568)	-7.91%
Public Works	5,697,375	4,893,678	803,697	85.9%	4,743,078	150,600	3.18%
Economic Development	410,971	281,265	129,706	68.4%	306,122	(24,857)	-8.12%
Building Maintenance	937,759	913,164	24,595	97.4%	883,526	29,638	3.35%
Administration	819,430	728,864	90,566	88.9%	594,033	134,831	22.70%
Nova Recreation	376,439	388,062	(11,623)	103.1%	349,346	38,716	11.08%
S. Ormond Neigh. Center	384,201	404,244	(20,043)	105.2%	334,883	69,361	20.71%
Athletic Fields Mnt.	1,657,484	1,450,019	207,465	87.5%	1,298,166	151,853	11.70%
Parks	2,650,336	2,393,968	256,368	90.3%	2,228,119	165,849	7.44%
Environmental Learning	205,132	208,974	(3,842)	101.9%	186,087	22,887	12.30%
The Casements	389,713	410,492	(20,779)	105.3%	295,081	115,411	39.11%
Performing Arts Center	299,738	312,463	(12,725)	104.2%	245,063	67,400	27.50%
Senior Center	118,154	73,972	44,182	62.6%	81,636	(7,664)	-9.39%
Community Events	246,067	182,578	63,489	74.2%	200,574	(17,996)	-8.97%
Leisure Services	8,084,453	7,466,799	617,654	92.4%	6,696,514	770,285	11.50%
Grants & Aid*	91,528	84,257	7,271	92.1%	90,007	(5,750)	-6.39%
Transfers	1,718,073	1,510,740	207,333	87.9%	2,059,134	(548,394)	-26.63%
Contingency	185,900	-	185,900	0.0%	-	-	0.00%
	$ 43,461,840	$40,713,482	$ 2,748,358	93.7%	$35,675,687	$ 5,037,795	14.12%

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 $1.61 million consisting of $653,000 in transfers into this fund. $1.64 million has been received as of August 2024. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of $906,000 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - August 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Grant	$ -	$ -	$ -	0.0%	$ -	$ -	0.0%
Local Units	956,586	906,892	49,694	94.8%	951,005	(44,113)	-4.6%
Miscellaneous	500	135,860	(135,360)	27172.0%	65,755	70,105	106.6%
Transfers In	652,739	598,345	54,394	91.7%	481,745	116,600	24.2%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	$ 1,609,825	$ 1,641,097	$ (31,272)	101.9%	$ 1,498,505	$ 142,592	9.52%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Planning	$ 131,050	$ 78,350	$ 52,700	59.8%	$ 70,514	$ 7,836	11.1%
Public Works	86,976	524,156	(437,180)	602.6%	38,826	485,330	1250.0%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	264,500	303,989	(39,489)	114.9%	188,744	115,245	61.1%
Contingency	927,299	-	927,299	0.0%	-	-	0.0%
	$ 1,609,825	$ 906,495	$ 703,330	56.3%	$ 298,084	$ 608,411	204.11%

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at $2.58 million with $2.4 million received through August 2024 along with $205,000 in miscellaneous income. The growth in miscellaneous income is due to the increase of interest.

Expenditures – The budget for stormwater expenses is $4.5 million with $1.9 million spent to date.

Stormwater Fund Revenues - August 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Grants	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%
Stormwater Fees	2,575,000	2,396,286	178,714	93.1%	2,378,495	17,791	0.75%
Miscellaneous	50,000	205,043	(155,043)	410.1%	116,163	88,880	76.51%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	1,853,430	-	1,853,430	0.0%	-	-	0.00%
	$ 4,478,430	$ 2,601,329	$ 1,877,101	58.1%	$ 2,494,658	$ 106,671	4.28%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2024-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Maintenance	4,031,830	1,715,025	2,316,805	42.5%	1,733,617	(18,592)	-1.07%
Engineering Support	$ 192,607		$ 192,607	0.0%		$ -	0.00%
Transfers Out	253,993	232,826	21,167	91.7%	203,170	29,656	14.60%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 4,478,430	$ 1,947,851	$ 2,530,579	43.5%	$ 1,936,787	$ 11,064	0.57%

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at $22.2 million with $20.7 million collected year to date. The revenue also includes $461,792 budgeted for transfers, of which $423,000 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of $24 million with $22.4 million expended to date. This total also includes $10.9 million in expected transfers, of which $10 million have been expensed in as of August.

Water/Wastewater Fund Revenues - August 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Water/Sewer Charges	$ 22,187,000	$ 20,766,111	$ 1,420,889	93.6%	$ 19,463,233	$ 1,302,878	6.69%
Miscellaneous	60,000	81,875	(21,875)	136.5%	84,451	(2,576)	0.00%
Transfers In	461,792	423,313	38,479	91.7%	390,401	32,912	8.43%
Intergovernmental	-	22,982	-	0.0%	-	22,982	0.00%
Use of Fund Balance	1,297,927	-	1,297,927	0.0%	-	-	0.00%
	$ 24,006,719	$ 21,294,281	$ 2,735,420	88.7%	$ 19,938,085	$ 1,356,196	6.80%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Utility Billing	$ 1,869,278	$ 1,577,389	$ 291,889	84.4%	$ 1,536,460	$ 40,929	2.66%
Water Production	4,323,844	4,219,070	104,774	97.6%	3,397,838	821,232	24.17%
Water Distribution	1,581,713	1,516,651	65,062	95.9%	1,316,182	200,469	15.23%
Wastwater Treatment	3,728,573	3,613,428	115,145	96.9%	3,141,606	471,822	15.02%
Wastewater Collection	1,577,833	1,459,870	117,963	92.5%	1,176,684	283,186	24.07%
Transfers Out	10,925,478	10,015,027	910,451	91.7%	10,408,904	(393,877)	-3.78%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 24,006,719	$ 22,401,436	$ 1,605,283	93.3%	$ 20,977,674	$ 1,423,762	6.79%

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, $14.35 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2024 are $13.3 million. $10.65 million has been expended as of August. Year to year variance due to Hurricane Ian.

Solid Waste Fund Revenues - August 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Franchise Fees	$ 2,394,500	$ 1,688,071	$ 706,429	70.5%	$ 1,940,472	$ (252,401)	-13.01%
User Fees	10,890,000	10,559,298	$ 330,702	97.0%	7,960,427	2,598,871	32.65%
Miscellaneous	1,000	52,677	$ (51,677)	5267.7%	(14,344)	67,021	-467.24%
Intergovernmental	-	2,050,761	$ (2,050,761)	0.0%	-		0.00%
Use of Fund Balance	-	-	$ -	0.0%	-	-	0.00%
	$ 13,285,500	$ 14,350,807	$ (1,065,307)	108.0%	$ 9,886,555	$ 2,413,491	24.41%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Collection & Disposal	$ 9,816,266	$ 7,924,077	$ 1,892,189	80.7%	$ 9,843,666	$ (1,919,589)	-19.50%
Recycling	1,482,796	1,163,508	319,288	78.5%	1,065,597	97,911	9.19%
Engineering		-	-	0.0%	-	-	0.00%
Transfers Out	1,709,480	1,567,016	142,464	91.7%	1,231,967	335,049	27.20%
Contingency	276,958	-	276,958	0.0%	-	-	0.00%
	$ 13,285,500	$ 10,654,601	$ 2,630,899	80.2%	$ 12,141,230	$ (1,486,629)	-12.24%

CIP Status Report as of Sepetember 26, 2024

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	95%		$ 203,000	$ 202,155	92%
		Construction	0%		$ 865,000		
		Total			$ 1,068,000	$ 202,155	
Downtown East Granada Utility Undergrounding - Economy Electric		Design/Bidding	100%		$ 20,000	$ 27,500	100%
		Construction	15%		$ 100,000	$ 991,928	8%
		Total			$ 120,000	$ 1,019,428	
Downtown Sidewalk Banding		Design/Bidding	100%				
		Construction	0%				
		Total					
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements - Built Rite Construction of Central FL	HMGP	Design/Bidding	100%				
		Construction	0%			$ 2,118,530	
		Total			$ -	$ 2,118,530	
Stormwater In-Line Check Valves - EMC Divers	SJRWMD	Design/Bidding	100%			In-House	
		Construction	10%			$ 301,833	
		Total			$ -	$ 301,833	
FY 24/25 Stornwater Construction - Ormond Shores Park SW Pond Repair		Design/Bidding	5%			In-House	
		Construction	0%				
		Total			$ -	$ -	
OBSC SW Pond Expansion		Design/Bidding	5%		$ 64,500	$ 62,880	
		Construction	0%				
		Total			$ 64,500	$ 62,880	
Fleming Avenue Pump Station & Force Main	HMGP Pending	Design/Bidding	100%				
		Construction	0%				
		Total			$ -	$ -	
Fund 108 - Airport							
Crosswind Business Park-Zev Cohen & Upham	FDOT	Design/Bidding	10%		$ -	$ 211,570	5%
		Construction	0%				
		Total			$ -	$ 211,570	
Fund 110 - Economic Development							
Runway Drive Ph II - JD Weber Construction	FL Commerce & FDOT	Design/Bidding	100%		$ 195,000	$ 104,695	100%
		Construction	25%		$ 1,112,000	$ 2,855,055	23%
		Total			$ 1,307,000	$ 2,959,750	

CIP Status Report as of Sepetember 26, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 301 - General Fund							
PD HVAC Upgrades - General Mechanical		Design/Bidding	100%	7/19/2022	$ 37,000	$ 37,416	86%
		Construction	95%		$ 225,000	$ 598,596	92%
		Total			$ 262,000	$ 636,012	
PAC Fire Damage Repairs (Insurance Proceeds) - Bomar Construction		Design/Bidding	100%			In-House	
		Construction	60%			$ 626,297	58%
		Total			$ -	$ 626,297	
South Ridgewood Sidewalk East Side - Drewry Site Development	CDBG	Design/Bidding	100%			In-House	
		Construction	100%		$ 130,000	$ 185,976	100%
		Total			$ 130,000	$ 185,976	
Fund 308 - Transportation							
Traffic Signal Maintenance-Ph 2 - AM Weigel Construction		Design/Bidding	100%			In-House	
		Construction	25%		$ 71,500	$ 54,123	0%
		Total			$ 71,500	$ 54,123	
Fund 317 - Facility R & R Fund							
Outdoor Fitness Station-Nova Community Park - Gametime		Design/Bidding	100%	5/16/2023		In-House	
		Construction	100%		$ 97,000	$ 96,735	90%
		Total			$ 97,000	$ 96,735	
2024 Parking Restoration (shell lots) - Crosswinds Site Development		Design/Bidding	100%			In-House	
		Construction	90%		$ 51,000	$ 24,600	0%
		Total			$ 51,000	$ 24,600	
Central Park 1 Playground Equipment Replacement - KorKat		Design/Bidding	100%			In-House	
		Construction	0%		$ 40,000	$ 39,997	0%
		Total			$ 40,000		
Fund 322 - Leisure Services Capital Fund							
OBSC LED Softball Quad Lighting - AM Weigel Construction	ECHO	Design/Bidding	100%		$ -	In-House	
		Construction	20%		$ 800,000	$ 907,459	1%
		Total			$ 800,000	$ 907,459	
Fund 409 - Water/Wastewater System Improvements							
Lift Station Backup Pumps - Thompson Pump	HMGP	Design/Bidding	100%			In-House	
		Construction	20%			$ 255,745	0%
		Total			$ -	$ 255,745	
WRF Upgrades - SGS Contracting		Design/Bidding	100%		$ 136,000	$ 135,642	100%
		Construction	60%		$ 2,000,000	$ 1,068,700	55%
		Total			$ 2,136,000	$ 1,204,342	

CIP Status Report as of Sepetember 26, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
2-In Water Main Replacement Ph IV North Peninsula - Clearwater Solutions		Design/Bidding	100%	2/6/2024	$ 200,000	$ 199,872	90%
		Construction	30%		$ 2,600,000	$ 2,503,478	28%
		Total			$ 2,800,000	$ 2,703,350	
SR40 WM Loop with FM Addition		Design/Bidding	95%		$ 75,000	$ 104,275	100%
		Construction	0%		$ -		
		Total			$ 75,000	$ 104,275	
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2	SJRWMD & FDEP	Design/Bidding	80%			In-House	
		Construction	0%				
		Total					
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion		Design/Bidding	95%		$ 300,000	$ 292,964	91%
		Construction	0%		$ 1,300,000		
		Total			$ 1,600,000	$ 292,964	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	10%		$ 160,000	$ 148,079	7%
		Construction	0%		$ 1,440,000		0%
		Total			$ 1,600,000	$ 148,079	
WRF Ultraviolet Disinfection Conversion	FDEP (const only)	Design/Bidding	100%		$ 270,000	$ 272,800	93%
		Construction	0%		$ 2,430,000	$ 6,904,700	0%
		Total			$ 2,700,000	$ 7,177,500	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-ARBP Seawall		Design/Bidding	95%			$ 93,965	74%
		Construction	0%		$ -		
		Total			$ -	$ 93,965	
Annual Projects Fund 107 - Stormwater							
2024 Stormwater Pipe Lining		Design/Bidding	100%			In-House	
		Construction	0%		$ 950,000	$ 575,150	0%
		Total			$ 950,000	$ 575,150	
Annual Projects Fund 308 - Transportation							
2024 Roadway Resurfacing - Masci General Contractor		Design/Bidding	100%			In-House	
		Construction	95%		$ 750,000	$ 791,358	93%
		Total			$ 750,000	$ 791,358	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	85%		$ 165,000	$ 164,612	81%
		Construction	0%				
		Total			$ 165,000	$ 164,612	

Economic Development Monthly Report

September, 2024

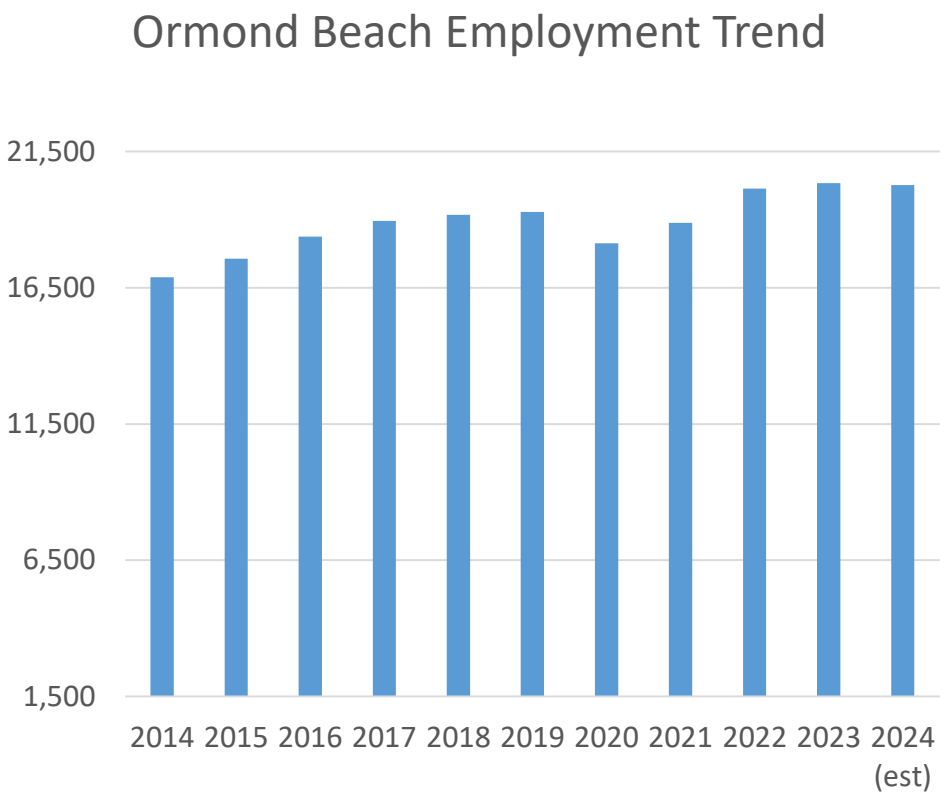
Ormond Beach August Employment

20,272

This is up 0.05% from last year

Ormond Beach Unemployment Rate

3.7%



Notes and Updates:

- **Employment for August** was 20,272 down 1% from the same month last year. Employment is down year over year in the metro area and State. The unemployment rate is 3.7%. Employment has stayed within a modest range with employment numbers falling slightly since the high in March of 20,489. There were 443 job postings in August – leading industries posting are Health Care, Retail Trade, Admin. Services, and Professional, Scientific, and Technical Services.

- **Construction continues** on Business Park Drive in the Airport Business Park. This road will provide for a secondary collector road allowing for improved logistics for existing businesses in the park and provide for additional opportunities of expansion and relocation of target industry to the business park. Construction is estimated to take nine months with completion in the first quarter of 2025.

- **Entrepreneurs and small business owners** will have an opportunity to "Learn from the Experts" at the Volusia Business Resources (VBR) Funding Readiness Workshop being held at The Center at Deltona on Oct. 2, 2024. Registration happens here: https://VBR-Funding-Readiness-2024.eventbrite.com

CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

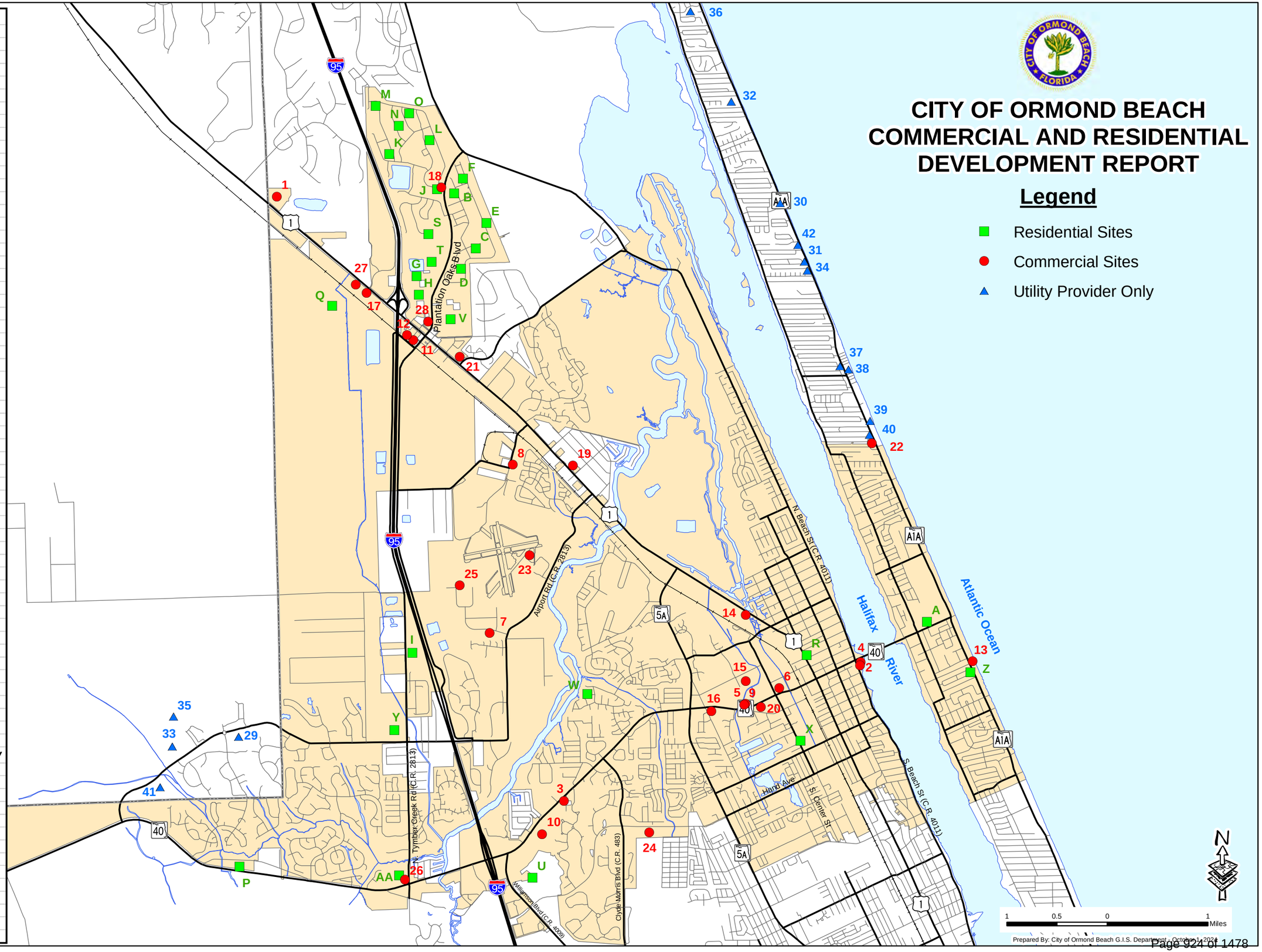
Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only

RESIDENTIAL PROJECTS	
A	121 East
B	Archers Mill Phase 2 - Final Plat
C	Archers Mill Phase 3 - Preliminary Plat
D	Archers Mill Phase 4 - Preliminary Plat
E	Archers Mill Phase 5 - Preliminary Plat
F	Archers Mill Phase 6 - Final Plat
G	Bradford Lakes - Final Plat
H	Bradford Park - Final Plat
I	Enclave - Preliminary Plat
J	Fountain View - Amenity Center
K	Fountain View Phase 1B -Final Plat
L	Fountain View Phase 1C - Preliminary Plat
M	Fountain View Phase 1D - Preliminary Plat
N	Fountain View Phase 1E - Preliminary Plat
O	Fountain View Phase 1F - Preliminary Plat
P	Little Tomoka Village
Q	Ormond Crossings Text Amendment
R	Ormond Enclave (FKA Courtyards)
S	Plantation Oaks - 2C
T	Plantation Oaks - 2D
U	Regal Multifamily
V	Ridgehaven
W	Rivell Subdivision
X	Stanton Grove
Y	Tattersall at Tymber Creek
Z	Tides Edge - Final Plat
AA	Tymber Creek Apartments

COMMERCIAL PROJECTS	
1	A&M Frozen
2	Corbin Avenue ROW Vacation
3	Complete Cardiology Expansion
4	Cassen Park
5	Culvers Restaurant
6	Ellianos OB Granada Blvd
7	Germfree Driveway Expansion
8	Hull Road RV & Boat Storage
9	IHOP
10	Lowes Outdoor Storage
11	North Interchange Industrial Flex Space
12	North Interchange Self Storage
13	Ormond Beach Holdings LLC
14	Ormond Beach Self Storage
15	Ormond Beach YMCA Parking Modification
16	Ormond Central Self Storage
17	Ormond Gateway Revision
18	PO OB - Neighborhood Commerical
19	Public House Restaurant
20	Shoppes at Granada Pointe
21	Stor - It
22	Temporary Construction Trailer
23	Tomlinson Aviation
24	Tomoka Christian Church
25	Valiant Diner Phase 4
26	Walgreens/Commerical Area Improvements
27	Wawa
28	Woodsprings Suites

ORMOND BEACH - UTILITY PROVIDER ONLY	
29	Amberwoods
30	Baileys by the Sea
31	Baileys by the Sea 2
32	Beachview Cove
33	Brookside at Ormond Station
34	Corinthian Villas
35	Garden Side Phase 2
36	North Peninsula WWTP
37	Ocean Shore Plaza Sewer
38	Regency Plaza Condominium
39	Surf Side Club South
40	Surf Style
41	Woodside
42	Villas at Spanish Waters



Prepared By: City of Ormond Beach G.I.S. Department - October 1, 2024

City of Ormond Beach Commercial Development Report, as of October 1, 2024

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	**A & M FROZEN** 1899 N U.S. Highway 1 SPRC-2024-000031	Expansion of existing site to include the construction of a 50,400 square foot cold storage building and associated site improvements.	04.19.24	05.09.24				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = 1899 N US HWY 1, LLC
2	**CASSEN PARK** 1 S. Beach Street SPRC-2024-000034	Redesign of city owned Cassen park including relocation of the bait shop, addition of stormwater ponds, and increase in paved parking.	05.17.24	06.09.24	08.01.24	08.27.24		Not applicable	09.12.24 (Approved)	10.15.24				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = City of Ormond Beach
3	**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. Acreage = 1.49.	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	65%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
4	**CORBIN AVENUE ROW VACATION** 1 S. Beach Street PZ-2024-000080	Vacation of Corbin Ave right of way from the back of sidewalk along the eastern side of Beach St east to River, (within Cassen Park parcel)	08.08.24	08.28.24	10.01.24			Not applicable	Not applicable	10.15.24 12.03.24 01.07.25	Requires City Commission Approval			Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = City of Ormond Beach
5	**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		Issued 04.03.24	$2,000,000	Issued 05.31.24	$753,137	65%		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC
6	**ELLIANOS OB GRANADA BLVD** 353 West Granada Boulevard SPRC-2024-000011	Re-purpose portion of existing Winn-Dixie parking lot to construct an ±800 sf free standing dual drive through only coffee shop with added drive isles, handicap space, and utility services.	01.04.24	01.31.24	05.16.24			Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Gmuer Engineering O = Kjump, Inc.
7	**GERMFREE DRIVEWAY EXPANSION** 4 Sunshine Boulevard PZ-23-00000087	Addition of two new driveways to existing facility.	09.29.23	10.10.23				Not applicable	Not applicable	Not applicable	11.06.23	Under Constr.		Not applied	Not applied	Issued 02.16.24	$83,000	0%		E = Mark Dowst & Associates, Inc. O = Griffin Fund 3 Bidco, Inc.
8	**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	Under Constr.		Not applicable	Not applicable	Issued 06.21.23	$26,450	20%		E = Newkirk Engineering, Inc. O = B Mill Inc
9	**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	01.02.24	01.02.26		Issued 08.16.24	$1,600,000	Issued 07.26.24	706743	20%		E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
10	**LOWE'S OUTDOOR STORAGE** 1340 West Granada Boulevard PZ-2024-000060	Special Exception for outdoor activity and outdoor storage	05.31.24	6.19.24	07.23.24	09.09.24		Not applicable	07.11.24 Approved	09.18.24 Approved				Not applicable	Not applicable	Not applicable	Not applicable			APP = Storch Law Firm O = Lowes
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	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
13	**ORMOND BEACH HOLDINGS LLC** 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms,	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 (Approved)	05.24.23	05.24.25		Issued 02.29.24	$34,000,000	Issued 04.12.24	$1,400,000	35%		E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, 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 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			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25		Pending payment	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
15	**ORMOND BEACH YMCA PARKING MODIFICATION** SPRC-2024-000033 500 Sterthaus Drive	Modification and expansion of the current parking lot in front of the main building to provide additional parking spaces and provide better means of drop-off and pick-up of children and members at the facility.	04.25.24	05.17.24				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Upham, Inc. O = Volusia Flagler Family YMCA
16	**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	01.24.23 & 02.07.23	02.10.23	02.10.25		Issued 10.19.23	$13,488,271	Issued 10.19.23	$523,892	80%		E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
17	**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
18	**PO OB - NEIGHBORHOOD COMMERCIAL** 1730 Plantation Oaks Boulevard SPRC-2024-000023	Construction of a 2-story, 25,520 square foot building with air conditioned storage on 2nd floor.	03.13.24	04.12.24	06.19.24			06.10.24	07.11.24 Approved	09.04.24 Approved				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc.
19	**PUBLIC HOUSE RESTAURANT** 1113 & 1117 North U.S. Highway 1 PZ-23-00000048	Proposed 6,316 square foot restaurant and site improvements.	04.26.23	05.11.23	08.04.23	11.22.23		10.30.23	Not applicable	Not applicable	01.12.24	01.12.26		Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi
20	**SHOPPES AT GRANADA POINTE** 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	09.22.23	10.06.23	11.18.23	01.12.24		Not applicable	Not applicable	Not applicable	02.16.24	02.16.26		In review	$2,030,000	Fees Due	$486,082			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
21	**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 Approved	01.24.23 & 02.07.23	04.20.23	Under Constr.		Issued 10.17.23	$7,000,000	Issued 06.13.23	$821,773	65%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
22	**TEMPORARY CONSTRUCTION TRAILER** 1030 Ocean Shore Boulevard SPRC-2024-000030	Temporary construction trailer/office associate with FDOT project.	04.12.24	05.01.24				Not applicable	To be determined	To be determined				Not applied	Not applied	Not applied	Not applied			E = LAV Engineering, LLC O = Candia South Branch Brook Holdings LLC
23	**TOMLINSON AVIATION** 92 Hanger Way SPRC-2024-000041	Construct two (2) building additions (13,200 SF) to existing buildings and a new apron leading from the hangar addition to taxi way.	09.18.24	In Review				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation
24	**TOMOKA CHRISTIAN CHURCH** 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square feet 2 story building for a thrift shop, food pantry and care center to include the associated infrastructure.	12.07.23	12.21.23	02.29.24	04.08.24	05.22.24	02.22.24	03.14.24 (Approved)	04.16.24 (Approved)	08.18.24	08.18.26		Not applied	Not applied	Fees Due	$400,926			E = Zev Cohen & Associates O = Tomoka Christian Church
25	**VALIANT DINER, PHASE 4** 15 W Tower Circle PZ-22-027	Phase 4 building of 11,500 square feet.	Previously approved					Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 12.21.23	$1,279,800	Approved	$150,000	75%		E = Zev Cohen & Associates, Inc. O = Valiant Equipment, 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.
26	**WALGREENS REVISIONS** 2001 West Granada Boulevard SPRC-2024-000013	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site.	02.05.24	03.06.24	03.22.24	05.16.24		Not applicable	Not applicable	Not applicable				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	**WOODSPRINGS SUITES** 1119 Benton Street PZ-2024-000073	122 room Woodsprings Suites	07.28.24	07.24.24				Required	Required	Required				Not applicable	Not applicable	Not applicable	Not applicable			E = Germana Engineering

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Ormond Beach is Utility Provider Only																				
29	**AMBERWOODS** Flagler County PZ-23-00000078	Utility connection, Flagler County for 40 lots on 14.39 acres	07.31.23	08.15.23	11.06.23	12.18.23		Outside City	Outside City	Outside City	01.12.24	01.12.26		Not applicable	Not applicable	Issued 08.26.24	$1,526,866 (Utilities Only)	10%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
30	**BAILEYS BY THE SEA** 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units	11.02.23					Outside City	Outside City	Outside City	11.26.23	Under constr.		Not applicable	Not applicable	Issued 07.19.24	$536,995 (Utilities only)	10%		O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
30	**BAILEYS BY THE SEA 2** 2020 Ocean Shore Boulevard SPRC-2024-000026	Utility connection, Ormond By the Sea, 2 multi-family buildings units with 8 total units	03.27.24	04.19.24				Outside City	Outside City	Outside City	07.26.24	07.26.26		Not applicable	Not applicable	Not applied	Not applied			O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
31	**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	Outside City	Outside City	Outside City	11.22.21	Under constr.		Not applicable	Not applicable	Issued 10.18.2023	$711,679 (Utilities Only)	75%		E = Alliant engineering, Inc. O = Seagate Communities, LLC
32	**BROOKSIDE AT ORMOND STATION** Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres	11.21.23	12.11.23				Outside City	Outside City	Outside City	05.17.24	05.17.26		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
33	**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	Under constr.		Not applicable	Not applicable	Issued 09.15.23	$356,177 (Utilities only)	95%		E = Clearwater Solutions, LLC O = Corinthian Villas
34	**GARDEN SIDE, PHASE II** Flagler County SPRC-2024-000021	Flagler County utility connection,89 lots on 40.145 acres	03.05.24	04.04.24				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
35	**NORTH PENINSULA WWTP** SPRC-2024-000027 16 Seabridge Drive	Converting the existing WWTP to City owned and maintained master lift station and associated 6-in FM from Seabridge development to connection on A1A.	04.02.24	04.24.24	07.15.24			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
36	**OCEAN SHORE PLAZA SEWER** 1452 Ocean Shore Boulevard SPRC-2024-000025	Construction of new private lift station to connect to city sewer in Ormond by the Sea	03.21.24	04.17.24				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza
37	**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	Issued 01.08.24	$257,165 (Utilities only)	85%		E = Saltus Engineering, Inc. O = Regency Plaza Condominium
38	**SURFSIDE CLUB SOUTH** 1133 Ocean Shore Boulevard #PZ-23-086	Sewer connection for an existing 76 multi-family condominium.	09.29.23	10.10.23				Outside City	Outside City	Outside City				Not applicable	Not applicable	Issued 04.22.24	$250,000 (Utilities only)	50%		E = Saltus Engineering, Inc. O = Surfside Club South Condo Association
39	**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
40	**WOODSIDE** PZ-23-00000090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23	03.04.24			Outside City	Outside City	Outside City	05.06.24	Under Const		Not applicable	Not applicable	Issued 08.26.24	$1,526,866 (Utilities Only)	10%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
41	**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, 2024

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A	**121 EAST** 121 East Granada Boulevard PZ-22-00000098	. 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 2 PRELIMINARY PLAT** 313 Bracer Way 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)	11.10.23	Under construction	Issued 11.27.23	$1,883,146.98	98%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	**ARCHER'S MILL PHASE 3 PRELIMINARY PLAT** 3016 Bonspiel Drive 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)	10.17.23	10.17.25	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	**ARCHER'S MILL PHASE 4 PRELIMINARY PLAT** 3150 Arch Avenue 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)	10.30.23	10.23.25	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	**ARCHER'S MILL PHASE 5 PRELIMINARY PLAT** 3343 Bonspiel Drive PZ# 2023-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	10.17.25	Issued 11.27.23	$1,225,490.57	70%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	**ARCHER'S MILL PHASE 6 PRELIMINARY PLAT** 3665 Bonspiel Drive 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)	10.17.23	Under construction	Issued 11.27.23	$2,668,369.85	70%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	**ARCHER'S MILL PHASE 6 FINAL PLAT** 3665 Bonspiel Drive PZ-2024-000035	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	03.08.24					Required	05.09.24 (Approved)	7.23.24 & 08.06.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	**BRADFORD LAKES PRELIMINARY PLAT** 140 Bradford Lakes Way PZ-23-00000042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23, 1st 07.19.23 2nd	09.15.23, 3rd	11.22.23, 4th 02.07.24 5th	02.29.24	Not Required	08.10.23 (Approved)	09.20.23 (Approved)	03.08.24		Issued 05.08.24	$3,586,560.00	25%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.
G	**BRADFORD LAKES FINAL PLAT** 140 Bradford Lakes Way PZ-2024-000071	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	06.26.24	07.16.24				Not Required	08.08.24 (Approved)	09.18.24 & 10.02.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	A = Poulos & Bennett, LLC O = Meritage Homes of Florida, Inc.
H	**BRADFORD PARK PRELIMINARY PLAT** 1175 Bradford Park Way SPRC-2024-000012	180 townhomes and associated site improvements on 25.31 acres.	07.06.23	07.31.23	09.15.23	10.19.23 3rd 12.21.23 4th		Not Required	01.11.24 (Approved)	2.20.23 (Approved)	03.04.24		Issued 05.08.24	$2,855,823.00	25%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.

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H	**BRADFORD PARK FINAL PLAT** 1175 Bradford Park Way PZ-2024-000072	180 townhomes and associated site improvements on 25.31 acres.	06.26.24	07.15.24				Not Required	08.08.24 (Approved)	09.18.24 & 10.02.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	A = Poulos & Bennett, LLC O = Meritage Homes of Florida, Inc.
I	**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	07.26.24		Not Required	09.14.23 (Approved)	10.17.23 (Approved)			Not applied	Not applied		E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
J	**FOUNTAIN VIEW, AMENITY CENTER** 1400 Fountain View Street SPRC-2024-000022	Modification to approved site plan. A 5,040 square foot amenity center with pool and associated improvements	03.07.24	03.30.24	06.21.24			Not Required	Not Required	Not Required	07.07.24	07.07.26	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
K	**FOUNTAIN VIEW PHASE 1B, PRELIM. PLAT** 1177 Fountain View Street PZ-23-00000084	137 lots on 77.91 acres Plantation Oaks PRD (Phase 1)	09.22.23	10.15.23	12.12.23	1.29.24		Not Required	01.11.24 (Approved)	2.20.23 (Approved)	02.27.24	Under construction	Issued 02.29.24	$4,090,127.00	80%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
L	**FOUNTAIN VIEW PHASE 1C, PRELIM. PLAT** 1160 Fountain View Street SPRC-2024-000007	141 lots on 90.33 acres, Plantation Oaks PRD (Phase 1)	12.11.23	01.10.24	03.01.24			Not Required	02.08.24	04.02.24	05.06.24	05.06.26	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
M	**FOUNTAIN VIEW PHASE 1D, PRELIM. PLAT** 1789 Houmas Street SPRC-2024-000016	103 lots on 62.14 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.15.24				Not Required	04.11.24 (Approved)	05.21.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
N	**FOUNTAIN VIEW PHASE 1E, PRELIM. PLAT** 1587 Nottoway Circle SPRC-2024-000017	110 lots on 36.20 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.18.24				Not Required	04.11.24 (Approved)	05.21.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
O	**FOUNTAIN VIEW PHASE 1F, PRELIM. PLAT** 1130 Evelyton Lane SPRC-2024-000018	97 lots on 32.13 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.21.24				Not Required	04.11.24 (Approved)	06.04.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
P	**LITTLE TOMOKA VILLAGE** 2425 West Granada Boulevard PZ-2024-000068	Developm ent of a 31 lot subdivision and parcel for a House of Worship	06.12.24	07.03.24				Required	Required	Required			Not applied	Not applied		E = Zev Cohen and Associate APP = Cobb Cole
Q	**ORMOND CROSSINGS, TEXT AMENDMENT** Ormond Crossings PZ-2024-000089	Request for a text change to the Master Development Plan included in Ordinance 2013-50 to allow for single family residential units.	08.20.24	09.09.24	In review			Not Required	10.10.24	12.03.24 01.07.24			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
R	**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

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of October 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc-tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
S	**PLANTATION OAKS, 2C** 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Issued 09.17.21	$3,044,572	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
T	**PLANTATION OAKS, 2D** 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Issued 09.17.21	$1,784,746	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
U	**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	02.01.25	Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
V	**RIDGEHAVEN PRELIMINARY PLAT** 1066 Cliffhaven Court 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)	10.17.23 Revision 02.01.24	Under construction	Issued 12.21.23	$6,950,757	65%	O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
V	**RIDGEHAVEN AMENITY CENTER** 1066 Cliffhaven Court SPRC-2024-000032	The project consists of modifying the amenity area site plan	04.23.24	05.17.24	07.12.24			Not Required	Not Required	Not Required			See Preliminary Plat	See Preliminary Plat		O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
W	**RIVELL SUBDIVISION** 100 Rivell Trail SPRC-2024-0000032	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24				Not Required	Required	Required						E = Newkirk Engineering, Inc O = Marie Lilienstern
X	**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		E = Newkirk Engineering O = Stanton Grove, LLC
Y	**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	11.14.23	1.29.24 03.06.24	05.22.24	01.18.24	02.08.24 (Approved)	05.07.24 (Approved)	06.12.24	06.12.26	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
Z	**TIDES EDGE PRELIMINARY PLAT** 300 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	Under construction	Approved	$718,460	85%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
AA	**TYMBER CREEK APARTMENTS** 2011 West Granada Boulevard SPRC -2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	3.4.24				06.08.22	12.08.22 Denial (5-0)	05.16.23 & 06.06.23 (Approved)	03.20.24	03.30.26	Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

Planning public hearing items

City Commission items					
File Number	**Item**	**Description**	**Planning Board**	**City Commission, 1st or only**	**City Commission, 2nd reading**
PZ-24-070	First United Methodist Church Land Development Code Amendment, Setbacks in the Rear and Side Yards	This is an application submitted from Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church, for a Land Development Code amendment to Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37), House of Worship, to allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of worship abuts a single-family use through the Special Exception process	08.08.2024 (Approved)	09.18.2024 (Approved)	**10.02.2024**
PZ-24-071	Bradford Lakes, Final Plat	This is an application submitted from Meritage Homes of Florida, Inc., for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way.	08.08.2024 (Approved)	09.18.2024 (Approved)	**10.02.2024**
PZ-24-072	Bradford Park, Final Plat	This is an application from Meritage Homes of Florida, Inc., for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of Pennsylvania Avenue right-of-way, east of I-95, and west of Plantation Oaks Boulevard.	08.08.2024 (Approved)	09.18.2024 (Approved)	**10.02.2024**
PZ-24-085	RidgeHaven Road Name Changes	This a request to change two street names within the area of the RidgeHaven subdivision. The street names include (1) Halifax Street to Cliffhaven Court and (2) Matanzas Street to Ridgehaven Avenue. On June 6, 2023, the City Commission approved Ordinance 2023-26 authorizing a Planned Residential Development (PRD) Development Order for the RidgeHaven subdivision for a subdivision of 286 lots on approximately 103.45 acres. The RidgeHaven subdivision is built around undeveloped parcels (enclaves) which are not are of the subdivision which are owned by individuals not associated with the subdivision development.	NA	09.18.2024 (Approved)	**10.02.2024**
PZ-24-086	Greetings from Ormond Beach, Public Art 200 East Granada Boulevard	This is a request by the property owner, Dwight Selby of MDSS, Inc. for approval of public art, under the provisions of Chapter 18, Public Arts Program in the Downtown Overlay District, located at 200 East Granada Boulevard.	NA	**10.02.2024**	NA
NA	19 Nottingham Drive partial drainage and utility easement release	This is a request submitted by Mark and Monique Williams, property owners of 19 Nottingham Drive, for a partial drainage and utility easement release totaling approximately 104.90 square feet in the rear yard in order to build an in-ground swimming pool and spa.	NA	**10.02.2024**	NA
SPRC-24-039	Utility Easements, RidgeHaven Subdivision	This is a request to accept the dedication of 2 access, maintenance and utility easements within the RidgeHaven subdivision.	NA	**10.02.2024**	NA
SPRC-24-040	Plantation Oaks, Phase 2D - access, maintenance and utility easement dedication	This is a request to accept an access, maintenance and utility easement within phase 2D of the Plantation Oaks Planned Residential Development. Phase 2D, consisting of 84 lots, is within the private/gated manufactured home community section of the planned development.	NA	**10.02.2024**	NA
PZ-090	Cassen Park Redevelopment Plan, Special Exception, 1 South Beach Street	This is an administrative application submitted by the City of Ormond Beach for a Downtown Redevelopment Plan Special Exception to allow for redevelopment of Cassen Park located at 1 South Beach Street. Section 2-70(m) of the Land Development Code allows site redevelopment for properties located within the Downtown Overlay District that cannot meet Land Development Code standards due to nonconformance or other site constraints.	09.12.2024 (Approved)	**10.15.2024**	**11.06.2024**
PZ-081	Land Development Code amendment, Electronic Changeable Copy Signage	This is an administrative request to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code. The amendments propose to expand the allowance of electronic changeable copy signs and establish conditions of operations and permitting.	09.12.2024 (Approved)	**10.15.2024**	**11.06.2024**
PZ-24-083	Land Development Code amendment, Accessory Uses, Outdoor Activities	This is an administrative request to amend Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities.	09.12.2024 (Approved)	**10.15.2024**	**11.06.2024**
PZ-2024-080	Partial Street Vacation, Corbin Avenue within Cassen Park, Notice of Intent	This is an administrative request for approval of a Notice of Intent resolution to vacate a portion of the unopened Corbin Avenue right-of-way as part of the Cassen Park redevelopment plan. This portion of Corbin Avenue, bisecting the existing Cassen Park, was platted in 1918 and is not an improved right-of-way.	NA	**10.15.2024**	NA
NA	Award of Contract, FEMA Flood Mitigation Assistance Grant Compliance Services	This is a request to award of contract services as continuing consultants to Pegasus and iParametrics for Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) grant compliance services.	NA	**10.02.2024**	

Note: City Commission items are based upon the best information available as of the publishing of this report and are subject to change. City Commission agendas are available at: https://ormondbeach.iqm2.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 2, 2024 - Canceled		
Note: Board and Adjustment and Appeals information is based upon the best information available as of the publishing of this report and are subject to change. Board and Adjustment and Appeals agendas are available at: https://www.ormondbeach.org/218/Board-of-Adjustments-Appeals For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Quality of Life Advisory Board - October 3, 2024 - Room 103 of City Hall at 5:00 p.m.		
PZ-2024-084	Comprehensive Plan 2045 Update	Comprehensive Plan 2045 update: Discussion of (1) Recreation and Open Space Element and (2) Cultural and Historical Resources Element.
Note: Quality of Life Advisory Board information is based upon the best information available as of the publishing of this report and are subject to change. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Landscape Article Update - meeting with City Landscape Architect - October 8, 2024, 2:00 pm at Room 103 of City Hall		
NA	Landscape Article Update	City staff are drafting amendments to Chapter 3, Performance Standards, Article 1 – Landscaping of the Land Development Code. A webpage has been established (https://www.ormondbeach.org/1058/Landscaping-Updates) to provide a draft of the Land Development Code changes and to provide a tentative schedule. There is a meeting scheduled to obtain any input from anyone interested in the landscaping update. This meeting is designed to provide an overview of the proposed changes and obtain any input. In addition to the in-person option, this meeting will also be offered virtually through Zoom: (https://ormondbeach.zoom.us/j/89696455393?pwd=ZpVZO0kBtANcxka8APF1eh4KNNiyTk.1) The Land Development Code amendments would require review by the Planning Board and action by the City Commission. City staff are available to meet upon request. Requests to meet on the landscaping updates can be sent to Cara Culliver, Landscape Architect, Cara.Culliver@ormondbeach.org.
Webpage: https://www.ormondbeach.org/1058/Landscaping-Updates		

Neighborhood Meeting, Little Tomoka Village PRD - October 8, 2024 - Coquina Presbyterian Church, 2085 West Granada Boulevard at 6:00 p.m.		
PZ-2024-068	Little Tomoka Village PRD	Cobb Cole representing, Saint Mary Macedonian Orthodox Church, Inc. and Glen Fishman, as Trustee of the Little Tomoka Land Trust Dated January 26, 2021 (owners) and Leeds Holdings Southeast, Inc. (developer) shall conduct a neighborhood meeting on Tuesday, October 8, 2024, at 6:00 PM at the Coquina Presbyterian Church, 2085 West Granada Boulevard, Ormond Beach, Florida 32174 to discuss a proposed Planned Residential Development (PRD). The Planned Residential Development, Little Tomoka Village PRD, proposes 31 residential single-family residential units, a house of worship, and a community recreation use center. This project site is located at north of West Granada Boulevard, east of Shadow Crossings Boulevard and includes Volusia County parcel numbers: 4127-00-00-0023, 4127-00-00-0019, 4127-00-00-0015, and 4127-00-00-0011. All interested parties are invited to participate in the neighborhood meeting. Additional information can be obtained by contacting Cobb Cole by telephone at (386) 736-7700, by email at Delanduse@cobbcole.com, or the City of Ormond Beach Planning Department at (386) 676-3238.

Planning public hearing items

Planning Board - October 10, 2024 - City Commission Chambers - 6:00 p.m.		
PZ-24-082	Land Development Code amendment, Live Local Act	This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, of the Land Development Code to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.
PZ-24-089	Ormond Crossings, Planned Mixed Use Development (PMUD) Amendment	This is a request from Jamie Poulos, Poulos & Bennett, LLC, with authorization of the property owner, Ormond Crossings West LLC, for the first amendment of the Ormond Crossings, Planned Mixed Use Development (PMUD) Development Order. The Planned Mixed Use Development was approved with Ordinance 2013-50 and established zoning standards for the Ormond Crossings project. The amendment seeks to (1) allow single-family homes within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development. The Ormond Crossings Planned Mixed Use Development is approximately 2,924 acres, located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue.
PZ-24-093	Love's Having Fun BPUD (Destination Daytona), Planned Business Development (PBD) Amendment	This is a request from Dean G. Pepe, General Counsel of MOI Daytona Hotel Prop LLC, for the first amendment of Love's Having Fun BPUD (Destination Daytona) Planned Business Development (PBD). The Love's Having Fun BPUD was approved with Volusia County Resolution 2004-100 and assigned the city Planned Business Development zoning with Ordinance 2015-14. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development. The development area is in the general area west of I-95, north of U.S. Highway 1, and bisected by Destination Daytona Lane.
PZ-24-094	Land Development Code amendment, Alcoholic or Malted Beverage Manufacturer	This is a request by Robert A. Merrell III, Esquire, Cobb Cole, Attorney for Ormond Brewing Company, to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definition of terms and words and Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District of the Land Development Code to (1) amend the definition of malted beverage producer and (2) amend the name of the use malted beverage producer to alcoholic or malted beverage manufacturer.
PZ-24-004	Zoning Districts Review Discussion Item	This is an administrative action to review the Ormond Beach zoning districts, including the uses of the: (1) T-2, Manufactured Home, (2) R-1, Residential Estate, (3) R-2, Single-Family Low Density, (4) R-3, Single-Family Medium Density, (5) NP, Neighborhood Preservation, (6) R-4, Single-Family Cluster and Townhouse, (7) R-5, Multifamily Medium Density, and (8) R-6, Multifamily High Density. The review includes a discussion of the definition of uses and conditional & special exception criteria. Any recommended changes would require a separate action as a Land Development Code amendment.
PZ-2024-084	Comprehensive Plan 2045 Update	Comprehensive Plan 2045 update: Discussion of (1) Property Rights Element, (2) Recreation and Open Space Element, and (3) Cultural and Historical Resource Element.
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.		

Planning Board - October 29 2024 - City Commission Chambers - 6:00 p.m.		
PZ-2024-084	Comprehensive Plan 2045 Update	Comprehensive Plan 2045 update: Discussion of (1) Coastal Element, (2) Conservation Element, and (3) Intergovernmental Coordination Element.
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.		

Partial Report as of September 26, 2024

PERMIT ISSUANCE SUMMARY (09/01/2024 TO 09/26/2024)
FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Detached Accessory Structure	2	326	$11,116.74	$813.14
	Dock/Seawall	1	160	$215,000.00	$1,327.83
	Electrical	6	5,000	$56,938.00	$689.49
	Exterior	2	0	$119,550.00	$1,042.07
	Interior Build Out	3	3,574	$576,834.50	$8,176.27
	Mechanical	12	0	$135,323.00	$1,390.25
	Plumbing	1	0	$1,900.00	$112.50
	Reroof	6	22,848	$165,764.00	$1,244.33
	Signage	16	502	$51,902.14	$2,182.95
	Wall, Structural	2	842	$99,010.78	$909.89
	BUILDING NON-RESIDENTIAL TOTAL:	**51**	**33,252**	**$1,433,339.16**	**$17,888.72**
Building Residential	Demolition, Complete	2	1,000	$11,600.00	$488.43
	Detached Accessory Structure	9	2,464	$76,918.00	$1,361.87
	Dock/Seawall	7	896	$264,201.00	$3,396.46
	Electrical	13	0	$31,127.00	$1,260.35
	Exterior	66	13,891	$1,209,466.25	$11,554.63
	Gas	3	0	$9,340.00	$288.15
	Generator	8	0	$132,720.36	$1,959.91
	Interior	5	3,595	$343,000.00	$3,012.37
	Manufactured/Mobile Home	2	2,772	$32,000.00	$18,631.86
	Mechanical	66	10,299	$571,718.99	$5,055.22
	New Construction, Addition	13	2,868	$220,880.00	$2,807.47
	New, Single Family Residential	18	54,665	$7,513,388.64	$224,436.34
	Outside the City Utility Permit	1	1,828	$0.00	$6,420.00
	Plumbing	15	1,976	$24,709.30	$6,924.53
	Pool/Spa	6	677	$473,395.00	$4,033.36
	Reroof	70	54,417	$1,246,824.50	$11,053.04
	Screen Enclosure	3	3,255	$51,072.00	$630.09
	Solar	10	0	$371,412.82	$3,961.66
	BUILDING RESIDENTIAL TOTAL:	**317**	**154,603**	**$12,583,773.86**	**$307,275.74**
Engineering Residential	Tree Removal	27	0	$3,600.00	$450.00
	Underbrushing	1	0	$0.00	$15.00
	ENGINEERING RESIDENTIAL TOTAL:	**28**	**0**	**$3,600.00**	**$465.00**
Fire Non-Residential	Fire Protection Systems	8	30,023	$448,305.00	$1,146.25
	FIRE NON-RESIDENTIAL TOTAL:	**8**	**30,023**	**$448,305.00**	**$1,146.25**
LDC Non-Residential	LDC	2	135	$11,625.00	$150.00
	Special Event Permit	8	437,204	$4,106.00	$9,279.00
	LDC NON-RESIDENTIAL TOTAL:	**10**	**437,339**	**$15,731.00**	**$9,429.00**
LDC Residential	Garage Sale	12	0	$48.00	$45.00
	LDC	34	0	$183,850.19	$2,460.00
	Residential Subdivision SPRC Site Im	1	0	$479,064.00	$11,976.60
	Sheds less than 150 square feet in siz	3	0	$8,001.00	$185.00
	LDC RESIDENTIAL TOTAL:	**50**	**0**	**$670,963.19**	**$14,666.60**
	GRAND TOTAL:	**464**	**655,217**	**$15,155,712.21**	**$350,871.31**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 9.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-30
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Electronic Changeable Copy Signage		
Summary:	This is an administrative application to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code. The amendments propose expanding the allowance of electronic changeable copy signs, establishing conditions of operations, and permitting standards. At the May 7, 2024, City Commission meeting, the Planning Board was directed to review the electronic changeable signage regulations and provide recommendations to the City Commission. The Planning Board conducted 2 discussion items on electronic changeable signage on June 13, 2024, and July 11, 2024. On September 12, 2024, the Planning Board reviewed the Land Development Code amendment regarding electronic changeable signage regulations and recommended approval (7-0). The Planning Board packet included both of the discussion item information. There were no members of the public who spoke for or against the Land Development Code amendment.		
Financial Impact:	None		
Citizen Impact:	There have been no comments during the Planning Board meetings on this item. Past meetings on this topic have focused on 2 viewpoints. Proponents may state it provides an opportunity to advertise businesses that may not have the opportunity to have site signage.		

	Opponents may state it allows signage that is not consistent with the character of Ormond Beach.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** of a Land Development Code amendment to allow electronic changeable copy signs under certain conditions.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-30 LDC, ECC (P24-0197G) 2. 09.12.2024, ECC LDC Amendment, PB Report 3. 09.12.2024, Planning Board minutes, ECC, LDC Amendment 4. Ordinance BIE, LDC Amend. - ECC
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

ORDINANCE NO. 2024-30

AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISES SIGNS, SUBSECTION G, ELECTRONIC CHANGEABLE COPY SIGNS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* BY EXPANDING THE ALLOWANCE OF ELECTRONIC CHANGEABLE COPY SIGNS, AND ESTABLISHING CONDITIONS OF OPERATIONS AND PERMITTING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premises Signs, Subsection G, Electronic changeable copy signs, of the City of Ormond Beach *Land Development Code* by expanding the allowance of electronic changeable copy signs, and establishing conditions of operations and permitting standards, and

WHEREAS, on May 7, 2024, the City Commission provided direction for the Planning Board to review electronic changeable signage regulations and provide recommendations to the City Commission, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, conducted two discussion items on June 13, 2024, and July 11, 2024, to review standards regarding electronic changeable signage regulations and develop applicable standards, and

WHEREAS, the Planning Board has conducted a public hearing on September 12, 2024, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

SECTION ONE. Subsection (G), Electronic changeable copy signs, of Section 3-47, Business Premises Signs, of Article IV, Sign Regulations, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

Sec. 3-47. Business premises signs.

(G) Electronic changeable copy signs.

1. Maximum size limit: *(No change in existing text)*
2. Maximum height limit: *(No change in existing text)*
3. General Requirements: ~~Electronic changeable copy signage shall be allowed as follows and shall be permitted to operate under the conditions of subsection (c):~~

~~a. The entertainment area between I-95 and Destination USA Circle, commonly referred to as Destination Daytona, Phases I and II under the following conditions:~~

~~1. Electronic changeable copy signage shall only be allowed as part of a Planned Business Development zoning designation;~~

2. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line; and

3. Electronic changeable copy sign permit applications shall be submitted and reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with the terms and provisions of the planned development. The Site Plan Review Committee shall issue a final recommendation to the Planning Board and City Commission within thirty (30) days of receipt of a completed application. Electronic changeable copy sign permit applications shall require review of the Planning Board and approval of the City Commission as a Planned Business Development or a Planned Business Development amendment.

b. An electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute.

c. All electronic changeable copy signage shall operate under the following conditions:

1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.

2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;

3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period.

4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate,

~~spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;~~

~~5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;~~

~~6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;~~

~~7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and~~

~~8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.~~

Electronic changeable copy signage is permitted as a part of conforming site signage, provided that the following conditions are met at all times:

a. Electronic changeable copy signage shall not be permitted in existing non-conforming signs.

b. The conversion of any existing permitted sign to an electronic changeable copy signage shall require a sign permit.

c. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.

d. Any message, picture, or logo displayed shall be static and shall not scroll, blink, flicker, flash, scintillate, or otherwise be animated.

e. Each message on the electronic changeable copy sign shall be displayed for at least fifteen (15) seconds. Message changes shall be completed instantaneously and shall be unnoticeable.

f. The pixel spacing of the electronic changeable copy signage display screen shall be 16 millimeters or less.

g. No electronic changeable copy signs are allowed within 300 feet of a conforming single-family house as measured in walking distance from a roadway from the property line of the property with the electronic changeable copy sign and the property line of the single-family house.

h. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions.

i. A malfunctioning electronic changeable copy sign shall be turned off or display a blank screen.

j. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations.

k. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

l. These criteria may be waived or altered with a Special Exception or Planned Development.

m. Code enforcement provisions:

1. For a first violation, as determined by the special magistrate through the code enforcement process, within any continuous 12-month period, the sign permit shall be suspended for a period of 24 continuous hours where the sign shall be turned off.

2. For any additional violations, as determined by the special magistrate though the code enforcement process, within any continuous 12-month period, the sign permit shall be suspended for a period of one-week where the sign shall be turned off.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction,

such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 15th day of October, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of November, 2024.

_____
HAROLD BRILEY
Deputy Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment
Electronic Changeable Copy Signage

PLANNING BOARD DATE:	September 12, 2024
TENTATIVE CITY COMMISSION DATES:	October 15, 2024 (1st Reading) November 6, 2024 (2nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2024-081
SUBJECT:	LDC amendment: Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code
PLANNING STAFF RECOMMENDATION:	To be determined by the Planning Board
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an administrative application to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code. The amendments propose to expand the allowance of electronic changeable copy signs and establish conditions of operations and permitting.

SECTION 2, BACKGROUND: At the May 7, 2024, City Commission meeting, the Planning Board was directed to review the electronic changeable signage regulations and provide recommendations to the City Commission. The Planning Board conducted two (2) discussion items on electronic changeable signage on June 13, 2024 (ATTACHMENT 2) and July 11, 2024 (ATTACHMENT 3).

Section 1-22 of the Land Development Code defines electronic changeable copy signage as follows: “a sign that displays an electronic image where the rate of change is electronically programmed and can be modified by electronic processes.” Section 3-47(E) of the Land Development Code regulates electronic changeable copy signage as follows:

1. **Maximum size limit.**
   a. Per requirements listed in subsections B and C above.
2. **Maximum height limit.**
   a. Per requirements listed in subsections B and C above.

3. **General requirements.** Electronic changeable copy signage shall be allowed as follows and shall be permitted to operate under the conditions of subsection (c):
   a. The entertainment area between I-95 and Destination USA Circle, commonly referred to as Destination Daytona, Phases I and II under the following conditions:
      1. Electronic changeable copy signage shall only be allowed as part of a Planned Business Development zoning designation;
      2. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line and
      3. Electronic changeable copy sign permit applications shall be submitted and reviewed by the City's Site Plan Review Committee to determine that the application is consistent with the terms and provisions of the planned development. The Site Plan Review Committee shall issue a final recommendation to the Planning Board and City Commission within thirty (30) days of receipt of a completed application. Electronic changeable copy sign permit applications shall require review of the Planning Board and approval of the City Commission as a Planned Business Development or a Planned Business Development amendment.
   b. An electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute.
   c. All electronic changeable copy signage shall operate under the following conditions:
      1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.
      2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;
      3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute, except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period.
      4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;
      5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;
      6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;

7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and
8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

The Land Development Code allows electronic changeable copy signage under two (2) conditions:

1. Destination Daytona, Phases 1 and 2. On November 2, 2015, with Ordinance 2015-47, the City Commission adopted a signage amendment submitted by Strasser Development Parcel D, LLC, to allow electronic changeable copy signage within the annexed Destination Daytona land area. The amendment sought to allow electronic changeable copy signage with a public hearing based on the allowance of the signage within Volusia County. This area allowed electronic changeable copy signage in unincorporated Volusia County, and the Land Development Code was amended to allow electronic changeable copy signage within Ormond Beach. Any electronic changeable copy signage must be sought as a Planned Business Development amendment.
2. Gas stations. On October 1, 2019, with Ordinance 2019-34, the City Commission adopted a signage amendment submitted by Granada Pointe Investors, LLC, to allow electronic changeable copy signage for gas station pricing through a public hearing based on changes to state law. The Land Development Code was amended to allow this signage as a Special Exception.

Section C of Section 3-47(E) of the Land Development Code provides electronic changeable copy signage standards.

From the Land Development Code re-write in 2004 until 2010 (Ordinance 2010-21, March 16, 2010), electronic changeable copy signage was allowed as follows:

Electronic Changeable Copy Signage. Electronic changeable copy signage shall be regulated under the following guidelines:

1. Electronic changeable copy signs are prohibited except as follows:
   a. In the B-8 (Commercial) zoning district, for large shopping centers that have limitations on visibility for interior stores, through a Special Exception or a Planned Business Development, provided the following conditions are satisfied:
      (1) Shall be prohibited in the Greenbelt Overlay District.
      (2) The shopping center must have a combined square footage area of 120,000 square feet or over.
      (3) The shopping center should have interior stores that are not visible from a public right-of-way.
      (4) Shall be for text only, no graphic images shall be allowed.

(5) Shall be included as part of the permitted sign area and shall not exceed a maximum of thirty-three percent (33%) of the total permitted sign area.

(6) The text of the electronic changeable copy signage shall be monochromatic.

(7) Shall not change text more than two (2) times in any one twenty-four (24) hour period.

(8) Shall be prohibited from flashing, scrolling, or other animation.

(9) Violations of this section, as proven through the Special Master process, may cause the violation and loss of the Special Exception or Planned Business Development approval granting the electronic changeable copy signage

b. In association with signs erected by any governmental agency, in order to provide community information or emergency information, in any zoning district.

(1) The permitted sign area for governmental signage may be up to one-hundred percent (100%) of the sign area.

(2) Shall be allowed to change as necessary to provide community or emergency information.

(3) Shall be for text only, no graphic information shall be allowed.

Ordinance 2010-21 was a major update to the city's signage standards. At the March 16, 2010, City Commission meeting, the electronic changeable copy signage section of the Land Development Code was deleted in its entirety, with revisions specific to electronic changeable copy signage directed to be brought back. With the deletion of the electronic changeable copy signage, signs that were permitted in this time period (Performing Arts Center and the Trails Shopping Center) became non-conforming.

Beginning in 2008, there were eleven (11) meetings discussing electronic changeable copy signage focusing on:

1. Multi-tenant and multi-use buildings that cannot locate all the tenant names on the tenant panel signs;
2. Signage for buildings that are setback from the right-of-way;
3. Churches and other public use buildings that desire to communicate different messages and
4. An alternative to the standard is manually changed reader board signage.

After Ordinance 2010-21, adopted on March 16, 2010, city staff was directed to provide specific options for electronic changeable copy signage. Included in the 2010 review is a memorandum from the City Attorney that states the most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them. The 2010 proposed electronic changeable copy signage was drafted to provide content-neutral regulations that regulate only time, place, and the manner of signage. Signage regulations cannot regulate the content of commercial signage.

The 2010 proposed electronic changeable copy signage amendments were limited to allowing electronic changeable copy signage only within the North US1 corridor, from Wilmette Avenue to the north city limits. The Planning Board review of the item on October 14, 2010, yielded a 3-3 vote. Some Board members believed that electronic changeable

copy signage was not appropriate and would lead to additional enforcement issues. Other Board members thought that the electronic changeable copy signage would provide opportunities for businesses within the city and could be managed with the proposed conditions. At the December 7, 2010, City Commission meeting, Ordinance 2010-62 did not receive a motion and was denied.

On June 13, 2024, Planning staff provided a summary of other jurisdictions' regulations regarding electronic changeable copy signage, and the regulations are summarized below:

Daytona Beach

- Sign copy change at intervals of not less than 60 seconds.
- Animation and graphics are not allowed.
- Includes conditions for signage.
- Criteria may be waived or altered through a Comprehensive Sign Plan, Planned Development Agreement, or Public or Semi-Public Use Permit.

Deland

- Sign copy change not more than once per day.
- Any message or picture displayed shall be static and shall not scroll, blink, flicker, flash, scintillate, or be otherwise animated.
- Includes conditions for signage.

Deltona

- Changeable/electronic changeable copy signs are permitted for a permanent sign or copy area. They shall be equipped with automatic dimming technology that adjusts for a sign's brightness in direct correlation with ambient light conditions, as applicable.

New Smyrna Beach

- Location requirements – Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. Highway 1, except for properties with direct frontage on the east side of U.S. Highway 1, regardless of zoning.
- Copy cannot change more than once every eight seconds.
- Includes conditions for signage.

Port Orange

- Each message shall be displayed for at least 60 seconds.
- Only static messages are allowed.
- Includes conditions for signage.

Volusia County

- An electronic message center shall only be located on parcels zoned P, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, I-1, I-2, I-3, I-4, OCV, OTC or the following subcategories of PUD, BPUD, IPUD, and MPUD, as described in chapter 72, division 7of the Volusia County Code.

- An electronic message center shall not be installed within 1,000 linear feet of a conforming single-family residence as measured along each side of the right-of-way.
- The copy content of an electronic message center may change at intervals of no less than eight seconds. The content image must remain stable; continuous scrolling or flashing of the image is prohibited.

SECTION 3, ANALYSIS: The July 11, 2024 Planning Board meeting sought specific policy direction. The discussion item also provided a summary of existing site signage standards as follows:

Monument Signage

A. Monument signs are required within (1) Greenbelt & Gateway Preservation Districts, (2) Downtown area, (3) B-1, B-9, and B-10 zoning districts, and (4) all residential zoning districts.
B. Maximum Height = 8 feet.
C. Maximum number:
    1. Interior lot = 1
    2. Corner lot = 2
    3. Multiples principal buildings = 1 per building based on lot frontage.
    4. Properties with buildings over 50,000 square feet = 1 sign for each entrance.
D. Maximum square footage: based on the lot frontage of the property (chart in Land Development Code).
E. No sign is allowed within 100 feet of another on-site sign on the same property.
F. Master sign plan required if multiple signs exist/are planned for one property.

Pole Signage

A. Allowed where not excluded under monument signage, such as South Atlantic Avenue and South Yonge Street.
B. Maximum Height = 20 feet.
C. Maximum number:
    1. Interior lot = 1
    2. Corner lot = 2
    3. Multiple principal buildings = 1 per building based on lot frontage.
    4. Properties with buildings over 20,000 square feet and 250 linear feet of let frontage = 2 signs based on lot frontage.
D. Maximum square footage: based on the lot frontage of the property (chart in Land Development Code).

E. No sign is allowed within 100 feet of another on-site sign on the same property.

F. Master sign plan required if multiple signs exist/are planned for one property.

Decision Points, as presented to the Planning Board on July 11, 2024:

1. **Decision Point: Are electronic changeable copy signs an appropriate type of signage?**

   This is a core policy issue on this topic. Past public meetings have provided input on whether or not to allow electronic changeable copy signs. The Planning Board decided to review the potential electronic changeable copy signage standards before answering this question. At the July 11, 2024, meeting, the Planning Board agreed that electronic changeable copy signage was appropriate with certain conditions.

2. **Decision Point: In what areas of the city would electronic changeable copy signs be appropriate?**

   This item discussed allowing electronic changeable copy signs citywide where site signs are allowed or by individual zoning districts. The City Attorney provided the following direction: Government regulations are restricted to time, place, and manner and cannot be based on content. Limiting the signs to certain commercial/business zones or properties within zones could result in an argument that the city favors specific commercial/business speech over other commercial/business speech where such signs have been prohibited. In other words, the regulations would not be content-neutral.

   Based on the City Attorney's input, the Planning Board elected to allow changeable copy signs citywide where site signs are allowed.

3. **Decision Point: What should be the conditions for electronic changeable copy signs?**

   The Planning Board recommended the following standards:

   a. Display area of a maximum of 60% of the allowed signage area.
   b. A minimum pixel spacing is required for sign sharpness.
   c. Rate of change – allow signage text to change every 15 seconds.
   d. Allow only static text with no flashing animation or scrolling.
   e. Allowance for logos and static images.
   f. Require manufacturing operating manual.
   g. The owner's signature must acknowledge the standards for electronic changeable copy signs.
   h. Malfunctioning signs must be turned off or displayed on a blank screen.
   i. No electronic changeable copy signs within 300' of conforming single-family house as measured in walking distance from a public right-of-way.

j. Existing non-conforming signage is not eligible for electronic changeable copy signage.

k. Digital sign area shall be integrated into the sign copy area.

l. Code enforcement provision.

4. **<u>Decision Point</u>: What should be the approval process (staff approval, Special Exception, or Planned Development)?**

   The Planning Board provided direction that electronic changeable copy signs should be permitted by city staff. Applicants who seek alternative standards may do so through a public hearing process.

<u>SECTION 4, CONCLUSION</u>:

Section 1-15(e) of the Land Development Code requires specific criteria must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed Land Development Code amendment is a policy decision regarding the type of signage allowed in Ormond Beach. Proponents of the amendment may state that it provides an opportunity to advertise businesses that may not have the opportunity to have site signage. Opponents of the amendment may state that it would allow signage that is not consistent with the character of Ormond Beach. It has been observed in other jurisdictions that electronic changeable copy signs, under certain conditions, do not appear to negatively impact public health or safety.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations. The proposed amendment seeks to provide a content-neutral framework if electronic changeable copy signs are allowed.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Land Development Code amendment does not approve site-specific development and will not adversely impact environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties. The Land Development Code amendment provides conditions such as (1) separation from residential properties, (2) requirement for automatic dimmers, (3) limitation of sign area, and (4) code enforcement provisions.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed Land Development Code amendment would not have a negative impact to public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   No development is proposed as part of the proposed amendment. The Land Development Code amendment would allow electronic changeable copy signs under certain conditions.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   No development is proposed as part of the proposed amendment. The Land Development Code amendment would allow electronic changeable copy signs under certain conditions.

8. **The proposed development provides for the safety of occupants and visitors.**

   No development is proposed as part of the proposed amendment. The Land Development Code amendment would allow electronic changeable copy signs under certain conditions.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   No development is proposed as part of the proposed amendment. The Land Development Code amendment would allow electronic changeable copy signs under certain conditions.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: Planning staff has been directed to prepare a Land Development Code amendment for electronic changeable copy signs. The Planning Board has provided policy input to draft the attached amendment. It is recommended that the Planning Board provide a recommendation to the City Commission for action on the proposed Land Development Code amendment to allow electronic changeable copy signs under certain conditions, including amendments to Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs.

Attachments:

Attachment 1: Electronic changeable copy signage, Land Development Code amendment
Attachment 2: June 13, 2024 Planning Board packet and minutes for ECC
Attachment 3: July 11, 2024 Planning Board packet and minutes for ECC
Attachment 4: Correspondence received

ATTACHMENT 1

Electronic changeable copy signage, Land Development Code amendment

Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business premise signs

G. Electronic changeable copy signs

1. Maximum size limit:

a. Per requirements listed in subsections B and C above and subsection H below.

2. Maximum height limit:

a. Per requirements listed in subsections B and C above and subsection H below.

3. General Requirements: ~~Electronic changeable copy signage shall be allowed as follows and shall be permitted to operate under the conditions of subsection (c):~~

~~a. The entertainment area between I-95 and Destination USA Circle, commonly referred to as Destination Daytona, Phases I and II under the following conditions:~~

~~1. Electronic changeable copy signage shall only be allowed as part of a Planned Business Development zoning designation;~~

~~2. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line; and~~

~~3. Electronic changeable copy sign permit applications shall be submitted and reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with the terms and provisions of the planned development. The Site Plan Review Committee shall issue a final recommendation to the Planning Board and City Commission within thirty (30) days of receipt of a completed application. Electronic changeable copy sign permit applications shall require review of the Planning Board and approval of the City Commission as a Planned Business Development or a Planned Business Development amendment.~~

~~b. An electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute.~~

~~c. All electronic changeable copy signage shall operate under the following conditions:~~

~~1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.~~

~~2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;~~

~~3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for~~

~~gas stations shall not change more than once in every six continuance hour period.~~

4. ~~The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;~~
5. ~~The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;~~
6. ~~All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;~~
7. ~~Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and~~
8. ~~Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.~~

Electronic changeable copy signage is permitted in conforming site signage, provided that the following conditions are met at all times:

a. Electronic changeable copy signage shall not be permitted in existing non-conforming signs.
b. The conversion of any existing permitted sign to an electronic changeable copy signage shall require a sign permit.
c. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.
d. Any message, picture, or logo displayed shall be static and shall not scroll, blink, flicker, flash, scintillate, or otherwise be animated.
e. Each message on the electronic changeable copy sign shall be displayed for at least fifteen (15) seconds. Message changes shall be completed instantaneously and shall be unnoticeable.
f. The pixel spacing of the electronic changeable copy signage display screen shall be 16 millimeters or less.
g. No electronic changeable copy signs are allowed within 300 feet of a conforming single-family house as measured in walking distance from a roadway from the property

line of the property with the electronic changeable copy sign and the property line of the single-family house.

h. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions.

i. A malfunctioning electronic changeable copy sign shall be turned off or display a blank screen.

j. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations.

k. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

l. These criteria may be waived or altered with a Special Exception or Planned Development.

m. Code enforcement provisions:

    1. For a first violation, as determined by the special magistrate though the code enforcement process, within any continuous 12-month period, the sign permit shall be suspended for a period of 24 continuous hours where the sign shall be turned off.

    2. For any additional violations, as determined by the special magistrate though the code enforcement process, within any continuous 12-month period, the sign permit shall be suspended for a period of one-week where the sign shall be turned off.

ATTACHMENT 2

June 13, 2024 Planning Board packet and minutes for ECC

CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

DEPARTMENT OF PLANNING MEMORANDUM

TO: Planning Board members

FROM: Steven Spraker, AICP, Planning Director

DATE: May 29, 2024

SUBJECT: Discussion Item: Electronic Changeable Copy Signage

The City Commission has been considering changes to the existing electronic changeable signage conditions within the Land Development Code. In January 2024, a summary was assembled by Planning staff (attached) detailing the past actions of the city regarding electronic changeable signage, current regulations, and other jurisdiction's regulations for electronic changeable signage. At the May 7, 2024, City Commission meeting, direction was provided to have the Planning Board review the electronic changeable signage regulations and provide recommendations to the City Commission.

The June 13, 2024 discussion item is designed to introduce the electronic changeable signage item, provide a summary of the attached memorandum, and gather input from the Planning Board members.

May 7, 2024 City Commission direction to review electronic changeable copy signage

Events, Updates and Requests

Ms. Joyce Shanahan, City Manager, reviewed upcoming meetings, workshops, and events. She provided updates on meetings she attended, Performing Arts Center restoration, and other city projects. She noted a resolution would be brought before the Commission to appoint an alternate representative on the Opioid Abatement Taskforce.

Commissioner Sargent thanked Mr. Spraker, Mr. Hayes and their staff for all their hard work. He requested the Aviation Advisory Board meet soon to review the airport finances; whereby, Ms. Shanahan stated there was a meeting scheduled, noting she spoke with staff to schedule meetings quarterly. He thanked staff for their prompt response to overnight campers. He stated there was an issue with the traffic surrounding a nearby food drive; whereby, Ms. Shanahan stated the Police Department was already working with the church. He thanked those citizens who donated to the police officers' funds who were participating in the Police Unity Tour. He expressed support of the new technology in the City Commission Conference Room.

Commissioner Persis thanked Mr. Hayes for all his work. She discussed events and meetings she attended. She stated she would not be attending the May 21, 2024 City Commission meeting, due to an event she was attending to meet with members of Florida's Congressional delegation to discuss key federal issues.

Commissioner Briley stated his appreciation of the Planning Department staff and Mr. Hayes. He reviewed events he attended and upcoming events.

Commissioner Tolland thanked Ms. Pate for her comments. She inquired if letters could be sent from advisory boards in opposition of the Belvedere Fuel Farm; whereby, Mr. Hayes stated that if the issue fell within the role of the board, it would be appropriate for them to discuss as the Commission did when they send letters. She thanked staff for their work with citizens and the community who recently needed assistance. She inquired if the Commission wanted staff to look into the electronic signage; whereby, Mayor Partington stated the Planning Board should discuss before being brought before the Commission.

Commissioner Briley and Mayor Partington discussed the regulations that would be needed with the electronic signage, noting their support if regulations were in place.

Mayor Partington discussed his support of consent agenda items. He reviewed events he attended and thanked the Commission for their attendance at non-local events.

Item #11 – Adjournment

The meeting was adjourned at 10:00 p.m.

APPROVED: May 7, 2024

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

DEPARTMENT OF PLANNING MEMORANDUM

TO: Joyce Shanahan, City Manager

FROM: Steven Spraker, AICP, Planning Director

DATE: January 16, 2024

SUBJECT: Summary of past actions: electronic changeable copy signage

Introduction: Direction was provided to city staff to provide a history of past actions regarding electronic changeable copy signage. The memorandum is organized as follows:

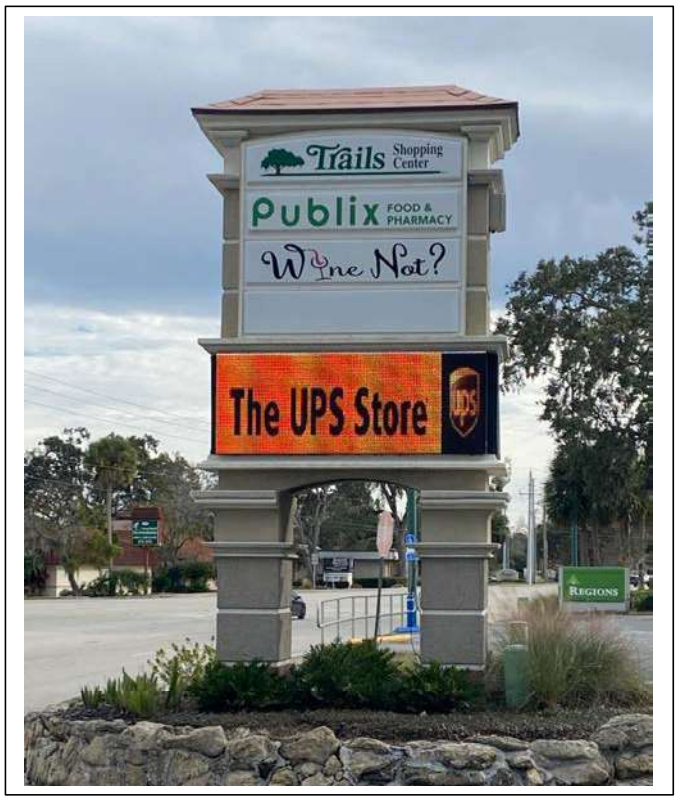
1. Definition and examples of electronic changeable copy signage;
2. Existing Ormond Beach regulations on electronic changeable copy signage;
3. Ormond Beach electronic changeable copy signage, 2004 to 2010;
4. 2010 review of electronic changeable copy signage which was not adopted;
5. Other jurisdictions regulations of electronic changeable copy signage; and
6. Conclusion.

Section 1: Definition and examples of electronic changeable copy signage:

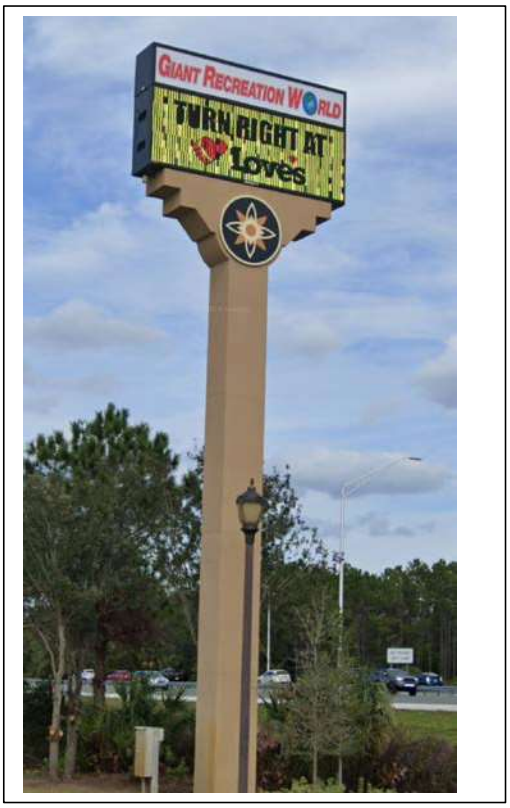
Section 1-22 of the Land Development Code defines electronic changeable copy signage as follows: “means a sign that displays an electronic image where the rate of change is electronically programmed and can be modified by electronic processes.” Examples of electronic changeable copy signage includes:

399 North U.S. Highway 1
Performing Arts Center





The Trails Shopping Center



Giant Recreation World



600 West Granada Boulevard
Gas Station ECC



5 South Yonge Street
Gas Station ECC

Section 2: Existing Ormond Beach regulations on electronic changeable copy signage:

Section 3-47(E) of the Land Development Code regulates electronic changeable copy signage as follows:

1. **Maximum size limit.**
   a. Per requirements listed in subsections B and C above.
2. **Maximum height limit.**
   a. Per requirements listed in subsections B and C above.
3. **General requirements.** Electronic changeable copy signage shall be allowed as follows and shall be permitted to operate under the conditions of subsection (c):
   a. The entertainment area between I-95 and Destination USA Circle, commonly referred to as Destination Daytona, Phases I and II under the following conditions:
      1. Electronic changeable copy signage shall only be allowed as part of a Planned Business Development zoning designation;
      2. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line; and
      3. Electronic changeable copy sign permit applications shall be submitted and reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with the terms and provisions of the planned development. The Site Plan Review Committee shall issue a final recommendation to the Planning Board and City Commission within thirty (30) days of receipt of a completed application. Electronic changeable copy sign permit applications shall require review of the Planning Board and approval of the City Commission as a Planned Business Development or a Planned Business Development amendment.
   b. An electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute.
   c. All electronic changeable copy signage shall operate under the following conditions:
      1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.
      2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;
      3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period.

4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;
5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;
6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;
7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and
8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

The Land Development Code allows electronic changeable copy signage under two (2) conditions:

1. Destination Daytona, Phases 1 and 2. On November 2, 2015, with Ordinance 2015-47, the City Commission adopted a signage amendment submitted by Strasser Development Parcel D, LLC to allow electronic changeable copy signage within the annexed Destination Daytona land area. The amendment sought to allow electronic changeable copy signage with a public hearing based on the allowance of the signage within Volusia County. This area was allowed electronic changeable copy signage in unincorporated Volusia County and the Land Development Code was amended to allow the electronic changeable copy signage within Ormond Beach. Any electronic changeable copy signage must be sought as a Planned Business Development amendment.
2. Gas stations. On October 1, 2019, with Ordinance 2019-34, the City Commission adopted a signage amendment submitted by Granada Pointe Investors, LLC to allow electronic changeable copy signage for gas station pricing through a public hearing based on changes to state law. The Land Development Code was amended to allow this type of signage as a Special Exception.

Section C of Section 3-47(E) of the Land Development Code provides for the standards for electronic changeable copy signage.

Section 3: Ormond Beach electronic changeable copy signage, 2004 to 2010:

From the Land Development Code re-write in 2004 until 2010 (Ordinance 2010-21, March 16, 2010) electronic changeable copy signage were allowed as follows:

Electronic Changeable Copy Signage. Electronic changeable copy signage shall be regulated under the following guidelines:

1. Electronic changeable copy signs are prohibited except as follows:
    a. In the B-8 (Commercial) zoning district, for large shopping centers that have limitations on visibility for interior stores, through a Special Exception or a Planned Business Development, provided the following conditions are satisfied:
        (1) Shall be prohibited in the Greenbelt Overlay District.
        (2) The shopping center must have a combined square footage area of 120,000 square feet or over.
        (3) The shopping center should have interior stores that are not clearly visible from a public right-of-way.
        (4) Shall be for text only, no graphic images shall be allowed.
        (5) Shall be included as part of the permitted sign area and shall not exceed a maximum of thirty-three percent (33%) of the total permitted sign area.
        (6) The text of the electronic changeable copy signage shall be monochromatic.
        (7) Shall not change text more than two (2) times in any one twenty-four (24) hour period.
        (8) Shall be prohibited from flashing, scrolling, or other animation.
        (9) Violations of this section, as proven through the Special Master process, may cause the violation and loss of the Special Exception or Planned Business Development approval granting the electronic changeable copy signage
    b. In association with signs erected by any governmental agency, in order to provide community information or emergency information, in any zoning district.
        (1) The permitted sign area for governmental signage may be up to one-hundred percent (100%) of the sign area.
        (2) Shall be allowed to change as necessary to provide community or emergency information.
        (3) Shall be for text only, no graphic information shall be allowed.

Ordinance 2010-21 was a major update to the city signage standards. At the March 16, 2010 City Commission meeting, the electronic changeable copy signage section of the Land Development Code was deleted in its entirety with direction to bring back revisions specific to electronic changeable copy signage. With the deletion of the electronic changeable copy signage, signs that were permitted in this time period (Performing Arts Center and the Trails Shopping Center) became non-conforming.

Section 4: 2010 review of electronic changeable copy signage which was not adopted:

Beginning in 2008 there were eleven (11) meetings discussing electronic changeable copy signage focusing on:

1. Multi-tenant and multi-use buildings that cannot locate all the tenant names on the tenant panel signs;

2. Signage for buildings that are setback from the right-of-way;
3. Churches and other community use buildings that desire to communicate different messages; and
4. An alternative to the standard, manually changed reader board signage.

After Ordinance 2010-21, adopted on March 16, 2010, city staff was directed to provide specific options for electronic changeable copy signage. Included in the 2010 review is a memorandum from the City Attorney that states the most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them. The 2010 proposed electronic changeable copy signage was drafted to provide content neutral regulations that regulate only time, place, and the manner of signage. Signage regulations cannot regulate the content of the commercial signage.

The 2010 proposed electronic changeable copy signage amendments were limited to allowing electronic changeable copy signage only within the North US1 corridor, from Wilmette Avenue to the north city limits. The Planning Board review of the item on October 14, 2010 yielded a 3-3 vote. Some Board members believed that electronic changeable copy signage was not appropriate and would lead to additional enforcement issues. Other Board members believed that the electronic changeable copy signage would provide opportunities for businesses within the city and could be managed with the proposed conditions. At the December 7, 2010 City Commission meeting, Ordinance 2010-62 did not receive a motion and was denied. The City Commission packet is included as ATTACHMENT 1.

Section 5: Other jurisdictions regulations of electronic changeable copy signage:

In ATTACHMENT 2 are Land Development sections regarding electronic changeable copy signage from other Volusia County jurisdictions. A summary is provided below:

Daytona Beach

- Sign copy change at intervals of not less than 60 seconds.
- Animation and graphics not allowed.
- Includes conditions for signage.
- Criteria may be waived altered through Comprehensive Sign Plan, Planned Development Agreement, or Public or Semi-Public Use Permit.

Deland

- Sign copy change not more than once per day.
- Any message or picture displayed shall be static in nature and shall not scroll, blink, flicker, flash, scintillate or be otherwise animated.
- Includes conditions for signage.

Deltona

- Changeable/electronic changeable copy signs are permitted for a permanent sign or copy area and shall be equipped with automatic dimming technology that automatically adjusts for a sign's brightness in direct correlation with ambient light conditions, as applicable.

New Smyrna Beach

- Location requirements – Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. 1, except for properties with direct frontage on the east side of U.S. 1, regardless of zoning.
- Copy cannot change more than once every eight seconds.
- Includes conditions for signage.

Port Orange

- Each message on the digital shall be displayed for at least 60 seconds in duration.
- Only static messages allowed.
- Includes conditions for signage.

Volusia County

- An electronic message center shall only be located on parcels zoned P, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, I-1, I-2, I-3, I-4, OCV, OTC or the following subcategories of PUD, BPUD, IPUD, and MPUD, as described in chapter 72, division 7of the Volusia County Code.
- An electronic message center shall not be installed within 1,000 linear feet of a conforming single-family residence as measured along each side of the right-of-way.
- The copy content of an electronic message center may change at intervals of no less than eight seconds. The content image must remain stable; continuous scrolling or flashing of the image is prohibited

Section 6: Conclusion:

The purpose of this summary is to provide the background of past city actions for electronic changeable copy signage as requested by the City Commission. As discussed in Section 3, from 2004 to 2010 there were regulations that allowed electronic changeable copy signage for shopping centers in the B-8, Commercial zoning district under certain conditions with a public hearing and for governmental signage. With Ordinance 2010-21, a major signage update, the electronic changeable copy signage regulations were deleted with direction to bring back amended language. Ordinance 2010-62 presented on December 7, 2010 did not receive a motion and was denied.

As discussed in Section 2, on November 2, 2015, with Ordinance 2015-47, the City Commission adopted a signage amendment submitted by Strasser Development Parcel D, LLC to allow electronic changeable copy signage within the annexed Destination Daytona land area. The amendment sought to allow electronic changeable copy signage with a public hearing based on the allowance of the signage within Volusia County. On October 1, 2019, with Ordinance 2019-34, the City Commission adopted a signage amendment submitted by Granada Pointe Investors, LLC to allow electronic changeable copy signage for gas station pricing through a public hearing based on changes to state

law. These two Land Development Code amendments are the existing allowances for electronic changeable copy signage within Ormond Beach.

The regulation of signage is a key component of the Land Development Code. The regulations shape the characteristics of a community for residents, businesses, property owners, and visitors. As discussed in Section 5, there are options for the regulation of electronic changeable copy signage provided that they content neutral and regulate only time, place, and the manner of signage. Regulations can include limitations to certain zoning districts, distance to residential zoning areas, requiring static only display, and operational conditions. A key discussion topic from 2010 was the concern of regulation and compliance once permitted. A memorandum from the City Attorney states the most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them.

The purpose of this summary memorandum was to present the history of electronic changeable copy signage, the actions in 2010, and the current regulations on electronic changeable copy signage. Staff also included the electronic changeable copy signage regulations of selected jurisdictions within Volusia County.

Attachments:

Attachment 1:	Ordinance 2010-62 and related information on electronic changeable copy signage
Attachment 2:	Other Volusia County jurisdiction regulations electronic changeable copy signage

ATTACHMENT 1

Ordinance 2010-62 and related information on electronic changeable copy signage

REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN REAL PROPERTIES TOTALING 11.13-ACRES LOCATED WITHIN THE NORTH US 1 CORRIDOR, FROM VOLUSIA COUNTY B-4 (GENERAL COMMERCIAL) AND VOLUSIA COUNTY B-9 (GENERAL OFFICE) TO CITY OF ORMOND BEACH B-7 (HIGHWAY TOURIST COMMERCIAL), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Kelley stated this was a public hearing, and he stated there were no requests to speak.

Commissioner Kent moved, seconded by Commissioner Stowers, for approval of Ordinance No. 2010-61, on first reading, as read by title only.

Call Vote:	Commissioner Boehm	Yes
	Commissioner Partington	Yes
	Commissioner Stowers	Yes
	Commissioner Kent	Yes
Carried.	Mayor Kelley	Yes

Hearing no objections, Mayor Kelley stated the public hearing was closed.

Item #9 – Electronic Changeable Copy Signage

ORDINANCE NO. 2010-62

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS, SECTION 1-22, DEFINITION OF TERMS AND WORDS, BY PROVIDING DEFINITIONS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, SITE IDENTIFICATION SIGNS, OF THE ORMOND BEACH *LAND DEVELOPMENT CODE*, BY PROVIDING LOCATION AND PERFORMANCE STANDARDS AND TERMS AND CONDITIONS THEREOF; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Ordinance No. 2010-62 failed for lack of a motion.

Item #10 – Reports, Suggestions, Requests

Employee-of-the-Year Larry Rivera
Commissioner Stowers thanked City Engineer Larry Rivera for the wonderful job working with FDOT on the proposed medians on Granada Boulevard.

Beachfront Park
Commissioner Stowers referred to Joe Jaynes request earlier to have public input in the development process of the beachfront park, and Commissioner Stowers stated he had been assured by City Manager Shanahan that part of the RFP included public involvement at the beginning of the process. He stated public input was essential to the process.

Commissioner Boehm stated he was a strong supporter of the advisory board system for input. He stated the beachfront park project should be pursued through the advisory board system, not just through independent Commission directed workshops.

Signage
Commissioner Stowers stated the signage issue brought out strong emotions in people. He stated, personally, the scope had become so narrow it was almost spot zoning, in terms of a very particular approach. He stated the restrictions of the proposed ordinance minimized the return.
Commissioner Stowers stated his vision of the electronic changeable sign was text only, with no photos or flashing graphics.

Commissioner Kent stated that at his Coffee with the Commissioner meeting, a wise woman had called the proposed ordinance as "spot zoning," and he stated he was not comfortable going down that road.

Commissioner Partington stated he was glad to see the issue die for lack of a motion because he was not going to vote for it because it came to the Commission without any community input.

FAILED

ORDINANCE NO. 2010-62

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS, SECTION 1-22, DEFINITION OF TERMS AND WORDS, BY PROVIDING DEFINITIONS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, SITE IDENTIFICATION SIGNS, OF THE ORMOND BEACH *LAND DEVELOPMENT CODE,* BY PROVIDING LOCATION AND PERFORMANCE STANDARDS AND TERMS AND CONDITIONS THEREOF; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend the City of Ormond Beach *Land Development Code* ("*LDC*") to allow electronic changeable copy (ECC) signs under certain conditions under the *Land Development Code* ("*LDC*"), and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 14, 2010, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the requested amendments to be consistent with the provisions of the *Charter* and the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

SECTION ONE. Section 1-22, Definition of Terms and Words, of Chapter 1, General Administration, of Article III, Definitions, of the *LDC* is hereby amended to read as follows:

Sign, Directory: ...(No change in existing text)...

Sign, Electronic Changeable Copy: ~~A sign with a static illuminate message area composed of a series of LED with a minimum of nine (9) pixels per LED with a 1" diameter, such that is could be changed through electronic means. Such signs are not permitted to flash, scroll, or otherwise be animated.~~ An electronic changeable copy sign is a sign that displays an electronic image, which may only include text, where the rate of change is electronically programmed and can be modified by electronic processes. Electronic changeable copy signs are only allowed as "on-site" signs.

Sign Contractor: ...(No change in existing text)...

Sign, Off-Site: ...(No change in existing text)...

Sign, On-Site: Any sign occurring or located within the boundaries of a project, lot, or parcel, as may be applicable to the circumstance.

Sign, Political: ...(No change in existing text)...

SECTION TWO. Section 3-47, Business Premise Identification Signs, of Chapter 3, Performance Standards, Article IV, Sign Regulations, of the *LDC* is hereby amended to read as follows:

G. Residential Development Identification Signs: ...(No change in existing text)...

I. Electronic changeable copy signs.

(a) Electronic changeable copy signs shall meet the following design, construction, operation, and location standards.

1. Electronic changeable copy signs are permitted only along US Highway 1, from Wilmette Avenue to the north City limits.

2. Electronic changeable copy signs shall be allowed only on multi-tenant sites consisting of a minimum of three (3) contiguous acres and a minimum of two hundred (200) linear feet of frontage along roadways designated in (a)1 above. For this section only, multi-tenant sites shall be defined as a site that has been issued more than one business tax receipt for the same business site address.

3. No more than one electronic changeable copy sign shall be allowed for each property, and this provision shall not be deemed to allow additional signs, but shall be consistent with Section 3-47, B(3).

4. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 50% of the permitted total sign area.

5. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line.

6. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeter or less.

7. Electronic changeable copy signs shall be constructed as a monument sign, and meet all size and landscaping requirements in Section 3-47, B.

8. The display of the electronic changeable copy sign shall not change more rapidly than once every hour.

9. The electronic changeable copy sign display shall consist of text only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board.

10. The electronic changeable copy sign display shall have a one-color dark background with only the message or foreground lit in one-color text .

11. All electronic changeable copy signs shall have installed ambient light monitors and shall at all times allow such monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions.

12. Electronic changeable copy sign permit applications shall be submitted to the Chief Building Official consistent with Section 3-39 of the Ormond Beach *Land Development Code,* and shall be reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with all provisions of the Ormond Beach *Land Development Code* and *Code of Ordinances.* The Site Plan Review Committee shall issue a final recommendation to the Planning Director within thirty (30) days of receipt of a completed application, and the Planning Director shall

issue a final determination within fifteen (15) days of the Site Plan Review Committee recommendation. Electronic changeable copy sign permit applications denied by the Planning Director are appealable to the City Commission pursuant to Section 1-19 (B) (1) of the Ormond Beach *Land Development Code.*

13. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations.

14. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the Ormond Beach *Land Development Code* and *Code of Ordinances* and that the owner or operator shall provide proof of such conformance upon request of the City.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word; clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 7th day of December, 2010.

PASSED UPON at the second and final reading of the City Commission, this 21st day of December, 2010.

ED KELLEY
Mayor

ATTEST:

VERONICA PATTERSON
City Clerk

FAILED

ORDINANCE NO. 2010-62

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS, SECTION 1-22, DEFINITION OF TERMS AND WORDS, BY PROVIDING DEFINITIONS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, SITE IDENTIFICATION SIGNS, OF THE ORMOND BEACH *LAND DEVELOPMENT CODE,* BY PROVIDING LOCATION AND PERFORMANCE STANDARDS AND TERMS AND CONDITIONS THEREOF; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend the City of Ormond Beach *Land Development Code* ("*LDC*") to allow electronic changeable copy (ECC) signs under certain conditions under the *Land Development Code* ("*LDC*"), and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 14, 2010, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the requested amendments to be consistent with the provisions of the *Charter* and the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

SECTION ONE. Section 1-22, Definition of Terms and Words, of Chapter 1, General Administration, of Article III, Definitions, of the *LDC* is hereby amended to read as follows:

Sign, Directory: ...(No change in existing text)...

Sign, Electronic Changeable Copy: ~~A sign with a static illuminate message area composed of a series of LED with a minimum of nine (9) pixels per LED with a 1" diameter, such that is could be changed through electronic means. Such signs are not permitted to flash, scroll, or otherwise be animated.~~ An electronic changeable copy sign is a sign that displays an electronic image, which may only include text, where the rate of change is electronically programmed and can be modified by electronic processes. Electronic changeable copy signs are only allowed as "on-site" signs.

Sign Contractor: ...(No change in existing text)...

Sign, Off-Site: ...(No change in existing text)...

Sign, On-Site: Any sign occurring or located within the boundaries of a project, lot, or parcel, as may be applicable to the circumstance.

Sign, Political: ...(No change in existing text)...

SECTION TWO. Section 3-47, Business Premise Identification Signs, of Chapter 3, Performance Standards, Article IV, Sign Regulations, of the *LDC* is hereby amended to read as follows:

G. Residential Development Identification Signs: ...(No change in existing text)...

I. Electronic changeable copy signs.

(a) Electronic changeable copy signs shall meet the following design, construction, operation, and location standards.

1. Electronic changeable copy signs are permitted only along US Highway 1, from Wilmette Avenue to the north City limits.

2. Electronic changeable copy signs shall be allowed only on multi-tenant sites consisting of a minimum of three (3) contiguous acres and a minimum of two hundred (200) linear feet of frontage along roadways designated in (a)1 above. For this section only, multi-tenant sites shall be defined as a site that has been issued more than one business tax receipt for the same business site address.

3. No more than one electronic changeable copy sign shall be allowed for each property, and this provision shall not be deemed to allow additional signs, but shall be consistent with Section 3-47, B(3).

4. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 50% of the permitted total sign area.

5. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line.

6. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeter or less.

7. Electronic changeable copy signs shall be constructed as a monument sign, and meet all size and landscaping requirements in Section 3-47, B.

8. The display of the electronic changeable copy sign shall not change more rapidly than once every hour.

9. The electronic changeable copy sign display shall consist of text only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board.

10. The electronic changeable copy sign display shall have a one-color dark background with only the message or foreground lit in one-color text .

11. All electronic changeable copy signs shall have installed ambient light monitors and shall at all times allow such monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions.

12. Electronic changeable copy sign permit applications shall be submitted to the Chief Building Official consistent with Section 3-39 of the Ormond Beach *Land Development Code,* and shall be reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with all provisions of the Ormond Beach *Land Development Code* and *Code of Ordinances.* The Site Plan Review Committee shall issue a final recommendation to the Planning Director within thirty (30) days of receipt of a completed application, and the Planning Director shall

issue a final determination within fifteen (15) days of the Site Plan Review Committee recommendation. Electronic changeable copy sign permit applications denied by the Planning Director are appealable to the City Commission pursuant to Section 1-19 (B) (1) of the Ormond Beach *Land Development Code.*

13. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations.

14. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the Ormond Beach *Land Development Code* and *Code of Ordinances* and that the owner or operator shall provide proof of such conformance upon request of the City.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word; clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 7th day of December, 2010.

PASSED UPON at the second and final reading of the City Commission, this 21st day of December, 2010.

ED KELLEY
Mayor

ATTEST:

VERONICA PATTERSON
City Clerk

CITY MANAGER
MEMORANDUM

To: Honorable Mayor Kelley and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Ric Goss, AICP, Planning Director

Date: December 2, 2010

Subject: Land Development Code Amendment:
Electronic Changeable Copy (ECC) Signage, Section 1-22, Definitions of Terms and Words, and Section 3-47, Site Identification Signs

Introduction: This is a request to amend Chapter 1: General Administration, Article III-Definitions, Section 1-22, Definitions of Terms and Words and Chapter 3: Performance Standards, Article IV-Sign Regulations, Section 3-47, Site Identification Signs of the Land Development Code (LDC) to allow electronic changeable copy (ECC) signage under certain conditions.

Background: The issue of electronic changeable copy signage began in 2008 as business and property owners sought alternative signage to what was allowed under the Land Development Code. There were amendments to the Land Development Code sign article that were approved by the City Commission in March 16, 2010; however, the section regarding ECC signs was pulled for discussion and analysis. On May 18, 2010, the City Commission provided policy direction to staff to draft a Land Development Code amendment for ECC signs.

The purpose of the amendments is as follows:

1. To provide signage for multi-tenant or multi-use buildings that cannot locate all the tenant names on the tenant panel signs.
2. To provide signage for buildings that are set back considerable distances from the right-of-way, have limited signage, or have substantial landscape plantings in front of the building(s).
3. To provide a better aesthetic look for businesses other than multiple tenant panels that can be hard to read because of their small size.

Attached to this memorandum are a summary of the public meetings and the minutes of the meetings where ECC signage has been discussed. There are many variations to a potential ECC sign ordinance. One option is to prohibit them, as stated in the City Attorney's memorandum that said, the most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them. The proposed ordinance has been drafted to establish content-neutral regulations that regulate only time, place, and manner of signage. The attached ordinance has been prepared based on the policy direction from the Planning Board workshops of August 23, 2010, and September 28, 2010.

Analysis: The draft ordinance contains the following regulations regarding ECC signs:

1. Limits potential locations to along North US1 from Wilmette Avenue to north City limits. No other areas in the City would be permitted ECC signage.
2. Requires sites to be multi-tenant, 3 acres or greater, and have a minimum lot frontage of 200'.
3. Allows only one ECC sign per property.
4. Limits the ECC sign area to 50% or less of the total square footage of the sign.
5. Requires a 300' separation between ECC signs and single-family residential lots.
6. Requires a certain sharpness and resolution to the ECC sign with the pixel spacing at 20 millimeter or less.
7. ECC signs can only be monument signs. The maximum square footage for a monument sign is 64 square foot. Therefore, the maximum ECC sign area is 32 square feet.
8. ECC signs cannot change more than once an hour.
9. ECC signs shall be limited to text only and no other form of movement is permitted.
10. ECC signage is limited to one color dark background with only the message or foreground lit in one color lettering.
11. Requires automatic dimmers to control the brightness of the ECC sign.
12. ECC sign applications will be reviewed by the Site Plan Review Committee (SPRC).
13. Applicants are required to submit the manufacturer's operating manual as part of the sign permit.
14. Applicants must provide a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the Land Development Code.

Planning Board Recommendation: The Planning Board reviewed the Land Development Code amendment at the October 14, 2010, meeting. The Planning Board vote was 3 to 3 with one board member absent. Planning Board members stated:

1. Mrs. Press stated the City should be finding ways to improve the sign standards, since the proliferation of signs was detrimental to the community. She stated that she did not want to see the electronic changeable copy signs throughout the City and did not think that the time was right for them. She concluded by saying that the proposal was arbitrary and unfair and remarked that the City did not need any more lawsuits.

2. Mrs. Behnke agreed with Mrs. Press that allowing the ECC signs in limited locations was unfair and that it was neither the right time nor the right place for electronic signage.
3. Mr. Opalewski stated he did not feel that there would be a proliferation of the electronic changeable copy signs and pointed out that there were already such signs in the City. He noted that they were not distracting and did not emanate any more light than the existing lighted monument signs. He stated he supported the electronic signs and the proposed ordinance, given the stated parameters, and would support allowing the signs in other areas, as well.
4. Mr. Wigley felt that the legality of the ordinance would be challenged because of the City's attempt to limit the scope of the signs and to limit the corridors in which they would be allowed. He felt that the electronic signage issue would be fought in the courts for years to come and stated that the only way to eliminate such legal challenges was to prohibit electronic changeable copy signs in the City.
5. Mr. Jorczak said that while he preferred not to allow them, the net result of those efforts was an ordinance that could withstand legal challenges and signs that would, hopefully, provide for the most aesthetically pleasing electronic signage possible, should the City Commission desire to allow them.
6. Chair Thomas stated that the City Attorney had studied the issue and said that the proposed ordinance could withstand legal challenges as to time, place and manner, i.e., which included road segments.

There were several members of the public that addressed the board and stated:

1. Expressed concern that the signs had the potential to degrade the community aesthetic or the property values in the City. The individual questioned whether they would benefit anyone other than the small group of people who were seeking exposure for their businesses.
2. Likened the electronic changeable copy signs to cell phones and computers as simply another technological advancement.
3. Denying the use of electronic signage would affect not only the business community, but the consumers as well, and said that the Planning Board had the power to create a look that would be acceptable in any community.
4. Existing signs in the City were much less attractive than the proposed ECC signage.

Recommendation: As stated previously, there are a number of options in how ECC signs are regulated. At one spectrum, there is an option of strictly prohibiting these types of sign and at the opposite is allowing them with no regulations. The attached ordinance has been draft to assist those businesses on large parcels of land with more than one business with certain time, place, and manner restrictions.

It is recommended that the City Commission **APPROVE** the amendments attached in Exhibit "A" amending Chapter 1: General Administration, Article III-Definitions, Section 1-22, Definitions of Terms and Words and Chapter 3: Performance Standards, Article IV-Sign Regulations, Section 3-47, Site Identification Signs of the Land Development Code to allow electronic changeable copy signage under certain conditions. The Planning Board by the result of the 3-3 vote, recommended that the Land Development Code amendment be **DENIED.**

Reviewed by: _____ 11/16/10
Theodore S. MacLeod, P.E. — Date
Assistant City Manager

Approved by: _____ 11/23/10
Joyce A. Shanahan, City Manager — Date

Prepared by: Steven Spraker, AICP, Senior Planner

STAFF REPORT

City of Ormond Beach
Department of Planning

DATE: October 8, 2010

SUBJECT: Land Development Code Amendment: Electronic Changeable Copy (ECC) Signage, Section 1-22, Definitions of Terms and Words, and Section 3-47, Site Identification Signs

APPLICANT: Administrative

NUMBER: LDC 01-114

PROJECT PLANNER: Steven Spraker, AICP, Senior Planner

INTRODUCTION:

This is a request to amend Chapter 1: General Administration, Article III-Definitions, Section 1-22, Definitions of Terms and Words and Chapter 3: Performance Standards, Article IV-Sign Regulations, Section 3-47, Site Identification Signs of the Land Development Code to allow electronic changeable copy (ECC) signage under certain conditions.

BACKGROUND:

The issue of electronic changeable copy signage began in 2008, as business and property owners sought alternative signage to what was allowed under the Land Development Code. There were amendments to the Land Development Code sign article that were approved in March 16, 2010; however, the section regarding ECC signs was pulled for discussion and analysis. The purpose of the amendments, as expressed in previous meetings, is as follows:

1. To provide signage for multi-tenant or multi-use buildings that cannot locate all the tenant names on the tenant panel signs.
2. To provide signage for buildings that are set back a considerable distance from the right-of-way, have limited signage, or have substantial landscape plantings in front of the building(s).
3. To provide a better aesthetic look for businesses other than multiple tenant panels that can be hard to read because of their small size.

Staff has provided the minutes of the previous Planning Board and City Commission meetings in Exhibit D. The following meetings or actions have occurred regarding ECC signage:

1. **December 11, 2008: Planning Board discussion item:**

   Mr. Raymond Webb, of KENKO signs, along with representatives from Watchfire, a leading manufacturer of electronic signage from Danville, Illinois,

provided a demonstration of electronic signage and the potential capabilities. The Board direction was to take things one step further and have staff start acquiring data to try to establish standards. The Board felt there was enough interest to start exploring further.

2. December 2, 2009: Meeting with business owners and sign companies:

City staff met with various sign companies, members of the Ormond Beach Chamber of Commerce, the Volusia County Association for Responsible Development (VCARD), and property and business owners to gather initial input on the signage amendments.

3. December 10, 2009: Planning Board Discussion Item:

Planning staff presented draft revisions to the City's sign article including ECC signs. The draft allowed electronic changeable copy signs in the primarily commercial areas of SR A1A, Nova Road, US 1 and excluding them along Granada Blvd., Hand Avenue, in the B-1, B-9 and B-10 zoning districts and within the Downtown Redevelopment Area.

4. January 14, 2010: Planning Board

The Planning Board recommended approval of revisions to the signage article that included the use of electronic changeable copy signage. The version approved by the Planning Board allowed electronic changeable copy signage in traditionally commercial areas such as SR A1A, Nova Road, US1, and Williamson Boulevard. The professional and office areas (Granada Boulevard, Hand Avenue, B-1, B-9, and B-10 zoned properties, and the Downtown Community Redevelopment Area) were prohibited from having electronic changeable copy signage.

5. March 16, 2010: City Commission

When the signage amendments went before the City Commission, staff received a request from a house of worship along Granada Boulevard to be permitted to utilize ECC signs. At the March 16, 2010 City Commission meeting, the Commission deleted the Section of the signage amendments regarding ECC signs and approved the remainder of the sign article amendments. They then requested that staff provide additional information regarding ECC signs.

6. May 18, 2010, City Commission Discussion Item

Daktronics provided a demonstration and a PowerPoint discussion to the City Commission regarding ECC signs. The City Commission discussed electronic signage and provided city staff the following direction:

a. ECC signs shall be all text only – no other animation or movement shall be allowed.

b. The screen resolution will require a pixel spacing of 20 millimeters or less.

c. ECC sign text shall not change more than once every hour for churches and no more than every 12 hours for all other uses.

d. ECC signs shall not be allowed in the Downtown Community Redevelopment Area, within 200' of residential uses, or in office zoning corridors, except for churches on Granada Boulevard.

e. ECC signs shall be allowed for businesses in commercial zoning areas such as on US1, A1A and Nova Road.

f. The spacing and number of ECC signs are to be as currently allowed for signage.

g. The copy area for ECC signs shall be limited to 50% of sign size for all uses except for governmental, which may have a 100% ECC sign area.

h. The measurement of light for code enforcement purposes should be measured by specific light 0.3 light candles above ambient light, not NITS.

i. All ECC should be required to include auto dimmers to control sign brightness.

7. June 10, 2010: Planning Board, Land Development Code amendment

Highlights

- Mrs. Behnke voiced her concern with enforcement of the ECC sign regulations. She acknowledged that the city's code enforcement was complaint driven, but felt it was basically ineffective; she pointed out that violations occurred in the evening and on weekends and that if code enforcement staff did not see a violation, they could not pursue a remedy. She said that once purchased, the buyer had the software to effect the change in sign display and copy and said there would be no one to ensure that operation of the signs remained as permitted.
- Mr. Jorczak said that there were simply too many unanswered questions that needed to be addressed. He clarified that he was not opposed to electronic signs *per se*, since they served a very real public need in communicating public safety issues/information for the benefit of the community. He thought that perhaps any regulation could differentiate between what could be done by a governmental entity vs. what could be done by others. He restated that the Board was not ready to make a recommendation regarding electronic changeable copy signage.
- Mrs. Press stated that the subject of signs always evoked strong emotional reactions. She thought that many business owners, if left to their own devices, would do whatever they could to call attention to their businesses and products, even if it meant painting their buildings in all kinds of eye-catching colors, using pole signs, etc. She said that without the city's regulations, all the main roadways in Ormond would look like SR436 in Altamonte Springs.

- Mr. Opalewski agreed that it was a difficult issue. He said that he did not find the electronic sign at The Trails to be offensive and thought that the signs made sense as a way for government (such as Leisure Services) to disseminate information to the public.
- City Attorney Hayes said that signage issues were always challenging, but that the issue of electronic signage was a bit more complicated because it was a new technology for which there was not yet much regulation history and each community was struggling to adequately address the needs and concerns of their residents. He stated that the easiest way to regulate the ECC signs was not to allow them.
- The Board continued the issue until the next Planning Board meeting to allow the City Attorney's office additional review time.

8. August 12, 2010: Planning Board, discussion item

Highlights

- The Board was provided the memorandum from Randal A. Hayes, City Attorney, dated August 3, 2010, and discussed the memorandum (see Exhibit C).
- There were seven members of the public that spoke regarding ECC signs, 6 for ECC signs and 1 against.
- The Board agreed to conduct a workshop on ECC signs.

9. August 23, 2010: Planning Board Workshop

Highlights

- The City Attorney provided a sample ordinance for a beginning point of discussion.
- Several members of the Board stated that they were not necessarily in favor of ECC signs but did believe that an ordinance needed to be presented to the City Commission for a final decision.
- Mr. Wigley opined that there was no need to draft something that could be expected to become a legal quagmire, but did not feel that the Board should function in a defensive position either. He agreed that the major thoroughfares previously mentioned were predominately commercial and that locating the signs along Granada Boulevard, US1, Nova Road or SR A1A would be the least visually intrusive, but did not think that the majority of the citizens wanted the signs. He expressed concern with the cost of litigation if the law was later challenged and overturned and said that they only way to prevent that was not to allow the electronic signs.

Policy Direction

- No more than one electronic changeable copy sign shall be allowed for each property and that a second [traditional] monument sign be allowed for properties fronting on corner lots.
- Electronic signs to be constructed as monument signs.
- Staff to provide additional research on the appropriate distance of electronic signs for residential lots, using 300' and 500' as the starting point.
- Agreed that electronic signs should have no form of movement or animation and added the word "scroll" to the list of prohibited actions of ECC signs.
- ECC signs would be required to have one-color dark background and one-color lettering.
- Agreed that the automatic dimmers should be required.
- That the brightness of ECC signs be measured by use of a foot-candle meter and that it conform to the city's current signage standards in Section 3-44 of the LDC.
- Did not want pictures in response to an inquiry regarding logos, and agreed that they wanted to limit the signs to text only.
- Limit the text change of ECC signs to once per hour.
- Directed staff to provide additional information on a minimum lot frontage and parcel size as criteria for ECC signs.
- Directed staff to analyze the following roadways for ECC signs:
  1. Granada Boulevard, from Clyde Morris Blvd. to Breakaway Trails.
  2. US1, from Nova Road to Flagler County line.
  3. South Atlantic Avenue, from Granada Blvd. to south City limits.
  4. Nova Road, from North US1 to south City limits.
- Agreed with the requirement for a manufacturer's operating manual.
- Agreed with the requirement of a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the Land Development Code (LDC).
- Agreed to the proposed appeal process with the appeals going to the Special Master with further appeal to the Circuit Court of Volusia County. Staff agreed to look at the appeal process for other signs and other appeal routes.

5. September 28, 2010: Planning Board Workshop

Policy Direction

- The Board provided direction that ECC signs should be limited along North US1 Corridor, from Wilmette Avenue to north City limits. The corridors of Granada Boulevard, Nova Road, and SR A1A were rejected. Requested additional information for the Hand Avenue and US1, from Wilmette Avenue to Nova Road, corridors.
- Recommended a minimum parcel size of three (3) acres and a minimum lot frontage of 200'.
- Recommended that ECC signs be restricted to multi-tenant structures.
- Recommended no ECC sign shall be within 300' of a conforming single family residential lot line. The measurement would be a radius around the single family lot.
- The resolution of ECC signs would be required to have a pixel spacing of 20 millimeter or less. Directed staff to provide additional information on the resolution of ECC signs.
- ECC sign area not to exceed 50% of total sign area.
- Utilize the existing 5' setback required of all signs rather than creating a 10' setback requirement.
- Appeals of the ECC sign determinations will follow the appeal process of Section 1-19 of the Land Development Code.

ANALYSIS:

The staff analysis is included in Exhibit B (resolution and pixel size), Exhibit C (City Attorney memorandum and Exhibit E (site analysis). There are many variations to a potential ECC sign ordinance. One option is to prohibit them, as stated in the City Attorney's memorandum that said, the most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them. The proposed ordinance has been drafted to establish content-neutral regulations that regulate only time, place, and manner of signage. The attached ordinance has been prepared based on the policy direction from the Planning Board workshops of August 23, 2010, and September 28, 2010.

At the September 28, 2010 Planning Board Workshop, the Board requested the following additional information:

1. **Provide an analysis of allowing ECC signs along US1 from Wilmette Avenue to Nova Road**;

   The area between Wilmette Avenue and Nova Road is dominated by mosquito control canals and wetlands. There are a total of 21 properties in this corridor. Nine of the 21 properties have 200' or more of frontage on US1 and are greater than 300' from residential lot lines. Of these 9 properties, 6 have a parcel size of

3 acres ore more. There are no properties that meet the multi-tenant criteria of the proposed Ordinance.

Major properties in this corridor include:

a. The Performing Arts Center at 399 North US1: This property is greater than 3 acres, but is not a multi-tenant building.

b. Total Comfort at 400 North US1 –This property is multi-tenant, but is less than 3 acres.

c. Shopping Center at 401 North US1 – This property is within 300' of residential lots.

Table 1: US1 from Wilmette Avenue to Nova Road

	Total number of lots/parcels:			**21**
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			**10**
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			**9**
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			**0**
	1 acre to 1.99 acres:			**0**
	2 to 2.99 acres:			**3**
	3 or more acres:			**6**
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**1**	**0**
	1 acre to 1.99 acres:	**0**	**1**	**0**
	2 to 2.99 acres:	**0**	**1**	**0**
	3 or more acres:	**1**	**0**	**0**
	Total:	**1**	**3**	**0**

2. Provide an analysis of the Hand Avenue corridor;

Staff reviewed the segment of Hand Avenue from Nova Road west to Williamson Boulevard. Staff only reviewed the properties in the City of Ormond Beach. There are a total of 11 properties within this corridor. There are 9 of the 11 properties that are more than 200' in lot frontage and over 3 acres. There are 6 properties that would meet the criteria established in Exhibit A which would include:

a. Root Office complex, 295 Clyde Morris Boulevard
b. Medical offices, 290 Clyde Morris Boulevard
c. Kohen and Rubin offices, 154 Hand Avenue
d. Hand Avenue Centre, 1400 Hand Avenue
e. Medical offices, 325 Clyde Morris Boulevard
f. Florida Urology, 300 Clyde Morris Boulevard

Table 2: Hand Avenue, from Nova Road to Williamson Boulevard

	Total number of lots/parcels:			**11**
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			**11**
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			**10**
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			**0**
	1 acre to 1.99 acres:			**0**
	2 to 2.99 acres:			**1**
	3 or more acres:			**9**
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**0**	**0**	**0**
	2 to 2.99 acres:	**0**	**0**	**0**
	3 or more acres:	**7**	**6**	**6**
	Total:	**7**	**6**	**6**

3. Provide examples of differing ECC sign resolutions.

   Exhibit B provides examples of the resolution of ECC signs. In summary, the lower the pixel spacing, the higher the resolution or sharpness of the electronic sign. Based on discussions with several sign contractors, staff is recommending a pixel spacing of 20 millimeters or less.

Based upon the criteria proposed in Exhibit A, staff's research shows the blow properties would be eligible for ECC signage. Please note, each application would need to demonstrate compliance to the Ordinance if approved. This list is as of the date of this report and it should be noted that there are additional vacant properties that may be developed in the future that could meet the proposed criteria.

North US1: Wilmette Avenue to Nova Road

None.

North US1: Nova Road to Airport Road

1. Tomoka Business Center – 906 N. US1.
2. Action Golf and RV Storage – 930 N. US1.
3. Bull Run – 1024 N. US1.

North US1: Airport Road to Hull Road

4. Ormond Beach Comm Properties (County) 1201 N. US1.

North US1: Hull Road to I-95

5. Ormond Commerce Park – 1293 N. US1.
6. Hull Pointe -1230 N. US1.
7. Amaral Plaza – 1360 N. US1.
8. MBA Business Center – (County) 1439 N. US1.
9. Gardens Business Center – (County) – 1459 N. US1.

North US1: I-95 to Flagler County

10. Hotel – 1614 N. US1.
11. Destination Daytona – (County) – 1637 N. US1.

CONCLUSION:

There are certain criteria that must be evaluated before adoption of an amendment. According to the LDC, the Planning Board must consider the following criteria when making their recommendation.

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed Land Development Code amendment 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 purpose of the amendments is to recognize a new technology and provide regulations for its use within the City.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The Comprehensive Plan does not provide any direct Goals, Objectives, or Policies regarding signage. The Comprehensive Plan does address the need to maintain the

aesthetics and character of the City. The orginial intent of the sign amendments was to provide a balance between the residential nature of the City and the desire for non-residential development to have adequate signage to provide advertising necessary to maintain their businesses. The proposed Ordinance seeks to provide a content neutral framework if ECC signs are permitted.

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.**

   There is no project-specific development application and the proposed Land Development Code amendment will not have an adverse impact on environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   Electronic signage was previously permitted under the Land Development Code and there has been substantial review and criteria established to ensure that ECC signs will not negatively impact adjoining properties. These criteria include:

   d. Minimum separation of 300' from residential lots.
   e. Requirement of automatic dimmers.
   f. Limitation of the size of ECC signs area.
   g. Limitation to monument sign only.
   h. Dimensional criteria designed to restriction to large parcels.

   The proposed Land Development Code amendment has been drafted not to create visual impacts on adjoining properties or depreciate the value of surrounding properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed Land Development Code amendments are not applicable to public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

8. **The proposed development provides for the safety of occupants and visitors.**

   There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

10. **The testimony provided at public hearings**.

    There has been public testimony provided at previous Planning Board and City Commission meetings which is included in Exhibit D. Any additional testimony from the Planning Board meeting will be forwarded to the City Commission.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the amendments attached in Exhibit "A" amending Chapter 1: General Administration, Article III-Definitions, Section 1-22, Definitions of Terms and Words and Chapter 3: Performance Standards, Article IV-Sign Regulations, Section 3-47, Site Identification Signs of the Land Development Code to allow electronic changeable copy signage under certain conditions.

Exhibit A

Proposed Land Development Code Amendments

CITY OF ORMOND BEACH
DRAFT REVISION TO SIGN CODE REGARDING
ELECTRONIC CHANGEABLE COPY SIGNS

ADD THE FOLLOWING DEFINITONS TO SECTION 1-22: DEFINITION OF TERMS AND WORDS

. . . . .

On-site sign: A sign relating in its subject matter to the premises on which it is located, or to products, accommodations, services, or activities on the premises.

Sign, Electronic Changeable Copy: ~~A sign with a static illuminated message area composed of a series of LED with a minimum of nine (9) pixels per LED with a 1" diameter, such that it could be changed through electronic means. Such signs are not permitted to flash, scroll, or otherwise be animated.~~ An electronic changeable copy sign is a sign that displays an electronic image, which may only include text, where the rate of change is electronically programmed and can be modified by electronic processes. Electronic changeable copy signs are only allowed as "on-site" signs.

ADD A NEW SECTION TO SECTION 3-47 OF LDC TO READ AS FOLLOWS:

Sec. 3-47: SITE IDENTIFICATION SIGNS: All signs shall be located on the property which they identify. Such property shall include the lot frontage of any premise under single ownership or developed as a single site for purposes of meeting setback, buffer, land area or other dimensional requirements of this Code and subject to the following:

. . . .

I. Electronic changeable copy signs.

(a) Electronic changeable copy signs shall meet the following design, construction, operation, and location standards.

1. Electronic changeable copy signs are permitted only along US Highway 1, from Wilmette Avenue to the north City limits.

2. Electronic changeable copy signs shall be allowed only on multi-tenant sites consisting of a minimum of three (3) contiguous acres and a minimum of two hundred (200) linear feet of frontage along roadways designated in (a)1 above. For this section only, multi-tenant sites shall be

defined as a site that has been issued more than one business tax receipt for the same business site address.

3. No more than one electronic changeable copy sign shall be allowed for each property, and this provision shall not be deemed to allow additional signs, but shall be consistent with Section 3-47 B(3).

4. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 50% or less of the permitted total sign area.

5. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line.

6. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeter or less.

7. Electronic changeable copy signs shall be constructed as a monument sign, and meet all size and landscaping requirements located of Section 3-47.B.

8. The display of the electronic changeable copy sign shall not change more rapidly than once every hour.

9. The electronic changeable copy sign display shall consist of text only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board.

10. The electronic changeable copy sign display shall have a one color dark background with only the message or foreground lit in one color lettering .

11. All electronic changeable copy signs shall have installed ambient light monitors and shall at all times allow such monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions.

12. Electronic changeable copy sign permit applications shall be submitted to the Chief Building Official consistent with Section 3-39 of the Ormond Beach *Land Development Code,* and shall be reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with all provisions of the Ormond Beach *Land Development Code* and *Code of Ordinances.* The Site Plan Review Committee shall

issue a final recommendation to the Planning Director within thirty (30) days of receipt of a completed application, and the Planning Director shall issue a final determination within fifteen (15) days of the Site Plan Review Committee recommendation. Electronic changeable copy sign permit applications denied by the Planning Director shall be appealed to the City Commission pursuant to Section 1-19 (B) (1) of the Ormond Beach *Land Development Code.*

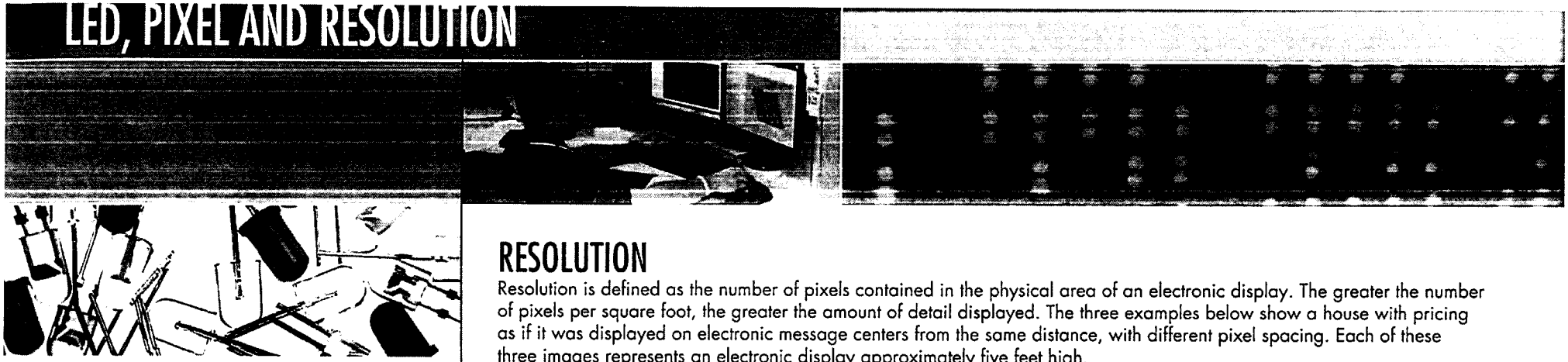
13. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations.

14. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the Ormond Beach *Land Development Code* and *Code of Ordinances* and that the owner or operator shall provide proof of such conformance upon request of the City.

Exhibit B

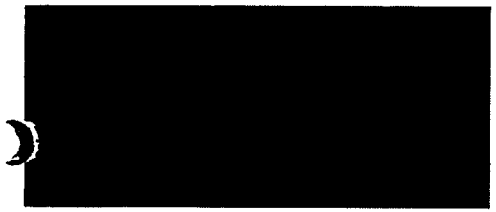
Information on Electronic Sign Resolution

LED, PIXEL AND RESOLUTION



LED

LED is an abbreviation for light emitting diode. An LED is a solid-state electronic device that is much more efficient at creating light than an incandescent lamp. LEDs contain chemical compounds that emit light when electric current passes through them. Different chemical compounds emit different colors of light. Unlike incandescent lamps, LEDs have no filaments that can burn out or fail. Daktronics uses the highest quality LEDs from the top manufacturers in the world.



Pixels can be a single LED or multiple LEDs grouped together (eight pixels, four LEDs per pixel are shown)

PIXEL

Pixel is short for picture element. Pixels are points of light that illuminate to form letters, words, graphics, animation and video images. A pixel can be made up of a single LED, multiple LEDs of the same color or multiple LEDs of different colors. A pixel is the smallest element of the electronic display system that can be individually controlled. It can be turned off or on at various brightness levels.

RESOLUTION

Resolution is defined as the number of pixels contained in the physical area of an electronic display. The greater the number of pixels per square foot, the greater the amount of detail displayed. The three examples below show a house with pricing as if it was displayed on electronic message centers from the same distance, with different pixel spacing. Each of these three images represents an electronic display approximately five feet high.

LINES

The EV (Evolution) pixel layout, found in some models of the GalaxyPro® Revolution™ series, is measured in lines and columns. The layout offers the customer more horizontal lines without the cost of increased resolution.

More horizontal lines form a more complete image, resulting in higher-quality graphics.



34 mm (1.33") spacing
40 lines high x 80 columns wide
82 pixels per square foot



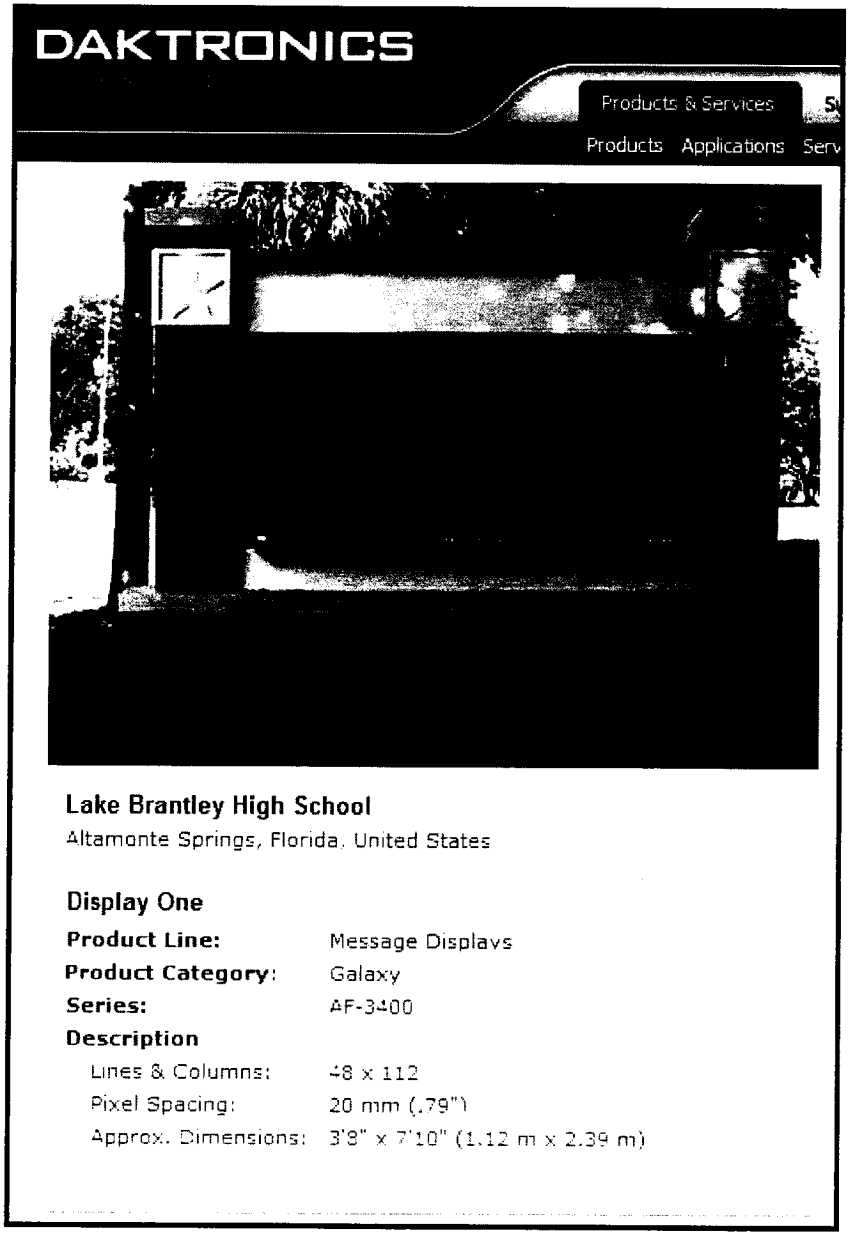
20 mm (0.78") spacing
64 lines high x 144 columns wide
230 pixels per square foot



16 mm (0.65") spacing
80 lines high x 176 columns wide
341 pixels per square foot



25 MM Sign at 399 North US 1



20 MM Sign

Source: http://www.daktronics.com/ProductsServices/PhotoGallery/Pages/default.aspx?photoID=WP-13504&keywords=20%20mm&filters=ProductCategory,Message%20Displays;Country,United%20States;USA;State,Florida;FL



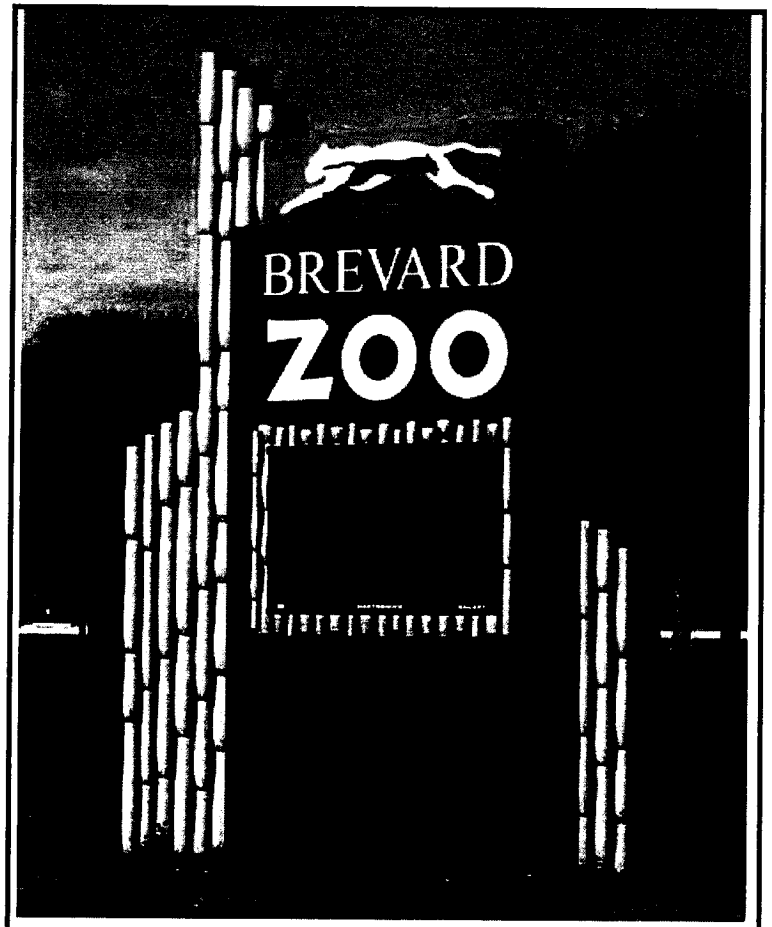
Mount Dora High School
Mount Dora, Florida, United States

Display One

Product Line:	Message Displays
Product Category:	Galaxy
Series:	AF-3400
Description	
Lines & Columns:	32 x 80
Line Spacing:	20 mm
Approx. Dimensions:	2'8" x 5'9" (.81 m x 1.75 m)

20 MM Sign

Source: http://www.daktronics.com/ProductsServices/PhotoGallery/Pages/default.aspx?photoID=WP-14110&keywords=20%20mm&filters=ProductCategory,Message%20Displays;Country,United%20States;USA;State,Florida;FL



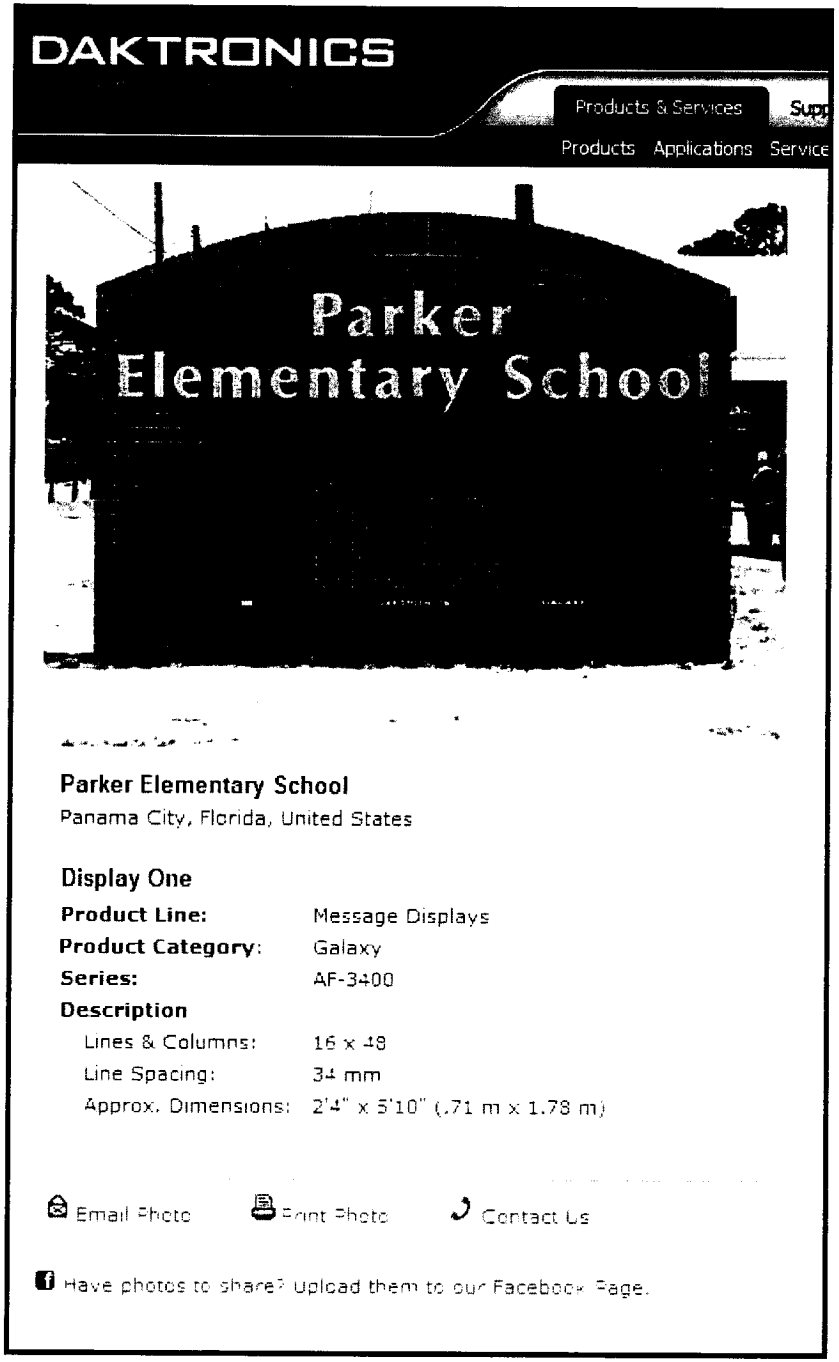
Brevard Zoo
Melbourne, Florida, United States

Display One

Product Line:	Galaxy Message Displays
Product Category:	Galaxy
Series:	AF-3400 (Quantity 1)
Description	
LED Color:	Red
Lines & Columns:	48 x 80
Pixel Spacing:	20 mm
Approx. Dimensions:	3'8" x 5'9" (1.12 m x 1.75 m)
Sides:	2

20 MM Sign

Source:
http://www.daktronics.com/ProductsServices/PhotoGallery/Pages/default.aspx?photoID=WP-12159&keywords=20%20mm&filters=ProductCategory,Message%20Displays;Country,United%20States;USA;State,Florida;FL



Source:

http://www.daktronics.com/ProductsServices/PhotoGallery/Pages/default.aspx?photoID=WP-14349&keywords=34%20mm&filters=ProductCategory,Message%20Displays;Country,United%20States;USA;State,Florida;FL

DAKTRONICS

Products & Services

Products Applications Servic



Greater Palm Bay Senior Center

Palm Bay, Florida, United States

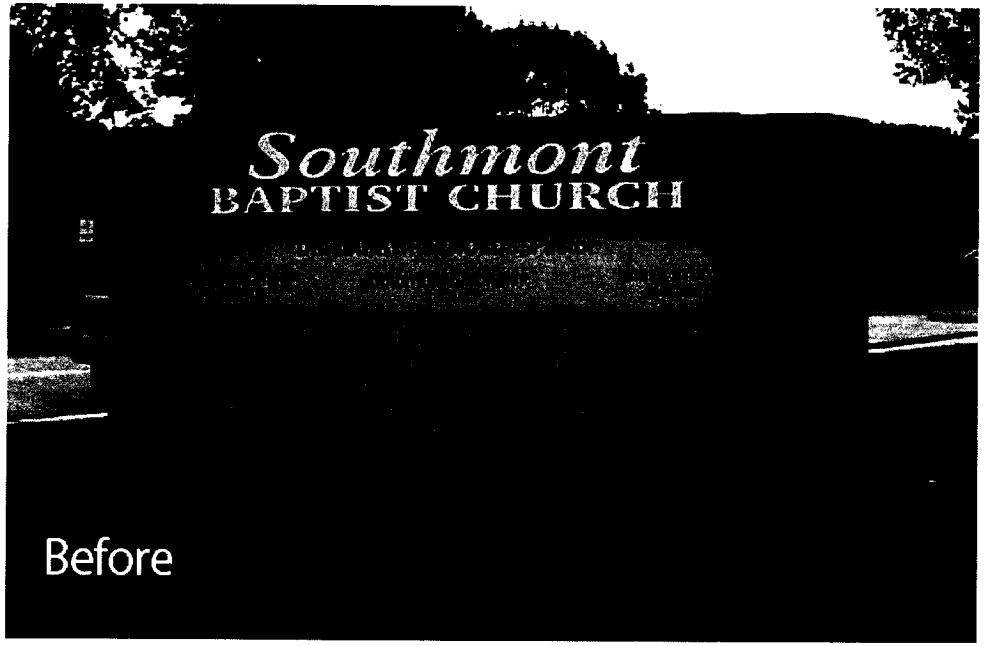
Display One

Product Line:	Message Displays
Product Category:	Galaxy
Series:	AF-3200
Description	
Lines & Columns:	24 x 64
Line Spacing:	34 mm
Approx. Dimensions:	3' x 7'8" (.91 m x 2.34 m)

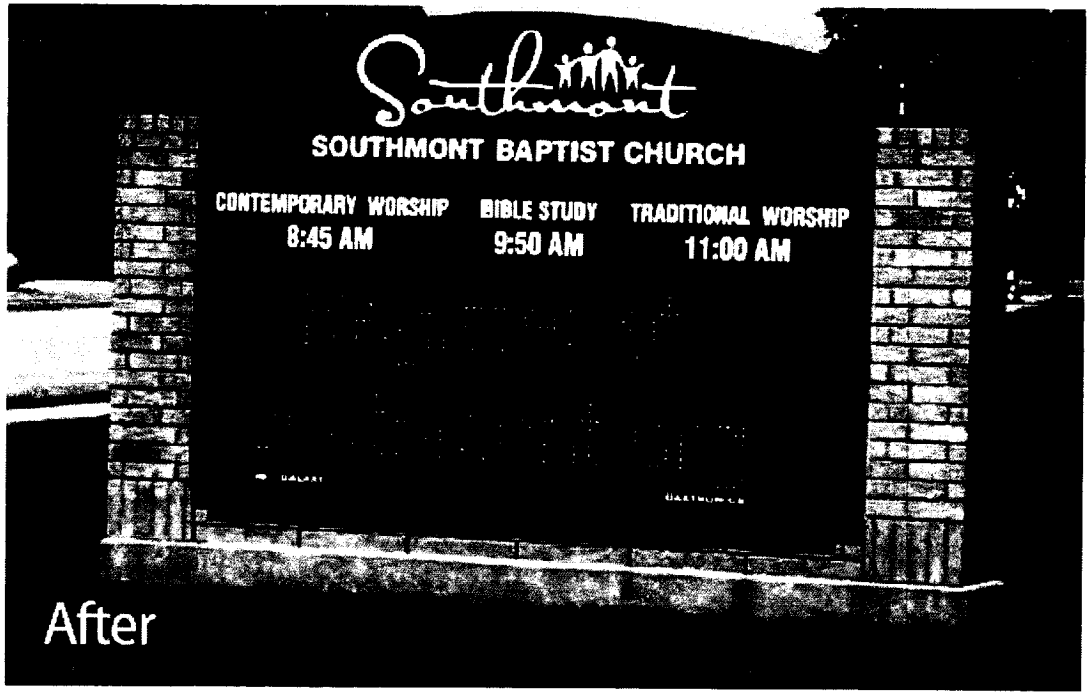
34 MM Sign

Source:

http://www.daktronics.com/ProductsServices/PhotoGallery/Pages/default.aspx?photoID=WP-14091&keywords=34%20mm&filters=ProductCategory,Message%20Displays;Country,United%20States;USA;State,Florida;FL



34 MM



Source: May 18, 2010
Daktronics City
Commission presentation

Exhibit C

City Attorney's Memorandum dated 08.03.2010

CITY OF ORMOND BEACH

Office of the City Attorney • P.O. Box 277 • 173 South Beach Street • Ormond Beach, FL 32175-0277 • (386) 676-3217 • Fax (386) 676-3321

Memorandum

TO: Rick Goss, Planning Director

FROM: Randal A. Hayes, City Attorney

DATE: August 3, 2010

RE: **Electronic message signs**

Included herewith, please find a brief inter-office legal memorandum that discusses the legal principles involved in the regulation of electronic signs and ***Solantic, LLC vs. City of Neptune Beach,*** 410 F.3d 1250 (11th Cir. 2005), an Eleventh Circuit U.S. Court of Appeals case that originated from the U.S. District Court for the Middle District of Florida (Ormond Beach is within the jurisdiction of those federal courts). The legal principles have broad application to other forms of signage and speech in general. An analysis of case law demonstrates the complexities that are inherent in an attempt to regulate this subject. The outcome of each case depends on the elements of the particular regulation in question and the particular facts regarding the alleged violation. I have described some general rules below that I hope will serve as a quick-reference guide. Neither the quick-reference guide nor the memorandum is intended to serve as an exhaustive analysis of the issues regarding this topic, but they should be helpful in developing a basic understanding of the legal principals.

1. General rules:

   a) *"The most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them."* ***Metromedia, Inc. vs. City of San Diego,*** 453 U.S. 490, 101 S. Ct. 2882 (1981). Otherwise, the legal principles that follow apply.

   b) Reasonable time, place, manner restrictions on protected speech, without referer content and that leaves open other channels of communications, is a valid exe police powers.

   c) **Non-commercial** speech is afforded more constitutional protection th speech (i.e., expression related to economic interest or commercial trar

2. Judicial analysis:

   a) Is the speech protected by the First Amendment?

b) Is it a **content-neutral** or **content-based** regulation?

c) Is it **commercial** speech or **non-commercial** speech?

d) If **content-neutral:** determine whether the regulation is a permissible time, place, and manner restriction.

If so, **intermediate scrutiny test** applies: the regulation must not restrict speech substantially more than necessary to further a legitimate government interest *and* it must leave open adequate alternative channels of communication.

Content-neutral regulation: time, place, manner restriction; applies equally to everyone without exemptions or distinctions between categories of signs; applies to size, height, and location of sign; illumination or brightness of sign; location, distance or proximity to other signs; does not control the message or speech.

d) If **content-based** (i.e., one that controls the message or speech; creates exemptions or distinctions between categories of signs; presumptively invalid):

Strict scrutiny test applies: must be narrowly drawn and be the least restrictive means of advancing a compelling government interest (abstract references that promote general safety or aesthetic interests are not compelling government interests).

3. Miscellaneous rules:

a) A regulation must provide a reasonable time period within which a government official must approve or deny a sign permit; otherwise it will constitute an invalid "prior restraint" on speech.

b) Most legal challenges are filed as federal section 1983 action. A party that successfully challenges a regulation will be entitled to recover attorney's fees.

LEGAL ANALYSIS OF PROPOSAL TO AMEND ORMOND BEACH *LAND DEVELOPMENT CODE* TO ALLOW ELECTRONIC CHANGEABLE COPY SIGNAGE

I. INTRODUCTION

The proposed amendment to the ordinance to allow "electronic changeable copy" (ECC) signage appears to strictly regulate the size and technical performance standards of ECC signs, as well where the signs may be placed, on what types of parcels the signs may be placed, and the minimum distance allowed between ECC signs. Besides technical requirements of size, resolution, and brightness, the ordinance would provide a minimum distance of 700 feet between ECC signs.

The ordinance would also allow churches to change sign content "no more than once every hour" and content would be allowed to change "no more than once every twelve hours for all other uses". Because this proposed ordinance applies differently to different zoning uses, particularly the way it applies the frequency of content changes to churches versus "all other uses", the scope of the issues raised will primarily center on those constitutional issues. The major issues raised from this proposed ordinance are (1) whether the proposed ordinance requiring minimum distances between ECC signs is a valid time, place, and manner regulation of the municipal zoning police power; (2) whether the ordinance violates any equal protection, establishment clause, or other constitutional violations such as prior restraint; and (3) whether the proposed ordinance violates any constitutionally protected free speech rights by allowing churches to change the sign message more often than "all other uses".

II. BACKGROUND

Since signs take up space, may obstruct views, and distract motorists, it is common ground that governments may regulate the physical characteristics of signs.[1] It is important to make an initial determination about whether the *content* of the speech is being regulated or merely the time, place, and manner. Generally time, place and manner regulation falls well within the police power of local government. "It is well established that [governments] may impose reasonable restrictions on the time, place or manner of engaging in protected speech provided that they are adequately justified without reference to the content of the regulated speech." ***City of Cincinnati v. Discovery Network, Inc.***, 507 U.S. 410, 428, 113 S. Ct. 1505, 123 L. Ed, 2d 99 (1993). Sometimes however, the ordinance may not facially attempt to regulate content but the *effect* of the ordinance may be considered content regulation, and therefore in violation of First Amendment guarantees.

When sign ordinances are challenged on First Amendment issues with regard to free speech, the degree of constitutional protection afforded will determine upon whether the speech is commercial or non-commercial. The First Amendment affords greater protection to noncommercial than to commercial expression.[2] (Generally commercial

speech gets intermediate scrutiny and noncommercial gets strict scrutiny.) As a practical matter, most challenges are made under § 1983 actions and if a sign ordinance is found unconstitutional under the First Amendment and the sign owner prevails, the owner may be entitled to attorney's fees under 42 U.S.C. § 1988. ***See Ackerley Communications Inc. v. City of Salem, Oregon,*** 752 F. 2d 1394 (9th Cir. 1985).

III. DISCUSSION OF ISSUES

A. ISSUE (1): WHETHER MINIMUM DISTANCE (700 FEET) BETWEEN ECC SIGNS IS A PROPER TIME, PLACE AND MANNER RESTRICTION.

Even though Ormond Beach ECC signage amendment would regulate "on-site" signs, much of the case law on regulation of proper time, place and manner regulation regarding the minimum allowable distances between signs was developed to regulate the outdoor advertising industry (off-site signs), but the analysis is still useful.

Under ***King Enterprises, Inc. v. Thomas Township,*** 215 F. Supp. 2d 891 (2002), the court found that sections of an ordinance that regulate the size, height, location (including the distance from other signs), and illumination of billboard signs did not regulate content, and that the regulations all furthered the government's stated purposes of promoting traffic safety, protecting public and private investment and property values, preventing light obstruction, and limiting adverse impact cause by the proliferation of billboards.

The second part of the time, place, and manner restriction analysis is whether there are alternative channels for communication. By allowing other types of signs, and not just ECC signs, courts have held that alternative channels of communication are held open. Also, in ***Naser Jewelers v. Concord, New Hampshire***, 513 Fed. 3d 27 (1st Cir. 2008), the Court found that the complete ban on EMC signs was constitutional because it met all the tests for a time, place and manner rule. It is content neutral, narrowly tailored to serve significant government interests and leaves open ample alternatives.

In ***Trinity Assembly of God v. People's Council of Baltimore County***, 178 M.D. App. 232, 941 A. 2d 560 (M.D. App. 2008), the city denied the church's application for variances to rebuild an existing sign which would have added electronic changeable copy signage as well as increased the size. The church challenged the denial based the Federal Religious Land Use and Institutionalized Persons Act (RLUIPA). The Court held that the church was not denied any use of the sign as a religious use, but only because the sign was a nonconforming use due to the size and illumination regulation. Sign restrictions based on zoning, size, and height are constitutionally permissible. ***See Valley Outdoor, Inc. v. County of Riverside***, 337 F. 3d 1111, 111415, (9th Cir. 2003).

B. ISSUE (2): WHETHER ORDINANCE ALLOWING SIGN TEXT TO CHANGE NOT MORE THAN EVERY HOUR FOR CHURCHES AND

NO MORE THAN EVERY 12 HOURS FOR ALL OTHER USES COULD BE CONSIDERED A CONTENT-BASED REGULATION.

As previously mentioned, even though courts have long held that governments may use their police power to regulate the technical aspects of the signs, one question that may be raised is when regulation of technical aspects can become considered content based regulation. The proposed change to the Ormond Beach LDC would allow churches to change the ECC sign "not more than every hour" versus "not more than once every twelve hours" for businesses. By allowing churches the opportunity to change the message more often than businesses may raise the question of whether the City is regulating content by affording one speaker the opportunity for more content to speech than another. Review of case law provides some indication as to when courts hold that technical regulation has reached into content regulation.

One of the difficulties of analyzing the case law on this issue is that usually once a constitutional challenge is made and initially successful in the lower courts, often times the municipality will amend the ordinance before the appeal is heard which, in many instances renders bad case law (See North Ulmsted Chamber v. North Ulmsted and Solantic v. City of Neptune Beach.)

In ***Carlson's Chrysler v. City of Concord,*** 983 A. 2d 69, 156 N.H. 339 (29907), the City of Concord denied a sign permit application to a car dealership for an ECC sign based upon a section of the sign ordinance that prohibits "[s]igns which move or create an illusion of movement except those parts which solely indicate date, time, or temperature." The superior court held that the City's ordinance violated the First Amendment to the United States Constitution as an unlawful infringement upon commercial speech since the City allowed time, date, and temperature but did not allow other commercial speech as a content-based violation. Following the trial court's decision, the City amended its ordinance to prohibit all electronic message centers, including those indicating time, date, and temperature. The constitutionality of the amended statute was challenged in U.S. District Court for New Hampshire, which the district court held that the *amended* statute is content-neutral and constitutes a lawful time, place, and manner restriction upon commercial speech in compliance with the test in ***Ward v. Rock Against Racism,*** 491 U.S. 781, 791, 109 S. Ct. 2746, 105 K,Ed.2d 661 (1989). The New Hampshire Supreme Court went on to hold that, "To protect its interests, the City could regulate the number, proximity or placement of electronic display signs or it could ban all types of electronic signs, including those displaying time, date, and temperature. [T]he most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them." ***See Metromedia,*** 453 U.S. at 508, 101 S. Ct. 2882.

The first determination a court must make when evaluating a law that governs speech is whether the regulation is content-neutral or content-based, because this determination will determine the level of scrutiny that is used in assessing the constitutionality of the law.[3] Under ***North Olmsted Chamber of Commerce v. City of North Olmsted,*** 86 F. Supp. 2d 755 (N.D. Ohio 2000), the Court found an ordinance

which classified signs by their use type were content-based and the sections that classified signs by their structural type were content-neutral. A regulation can be content-neutral if it can be "justified without reference to the content of the regulated speech," even if regulation has an incidental effect on some but not all speakers or messages.[4] A law which controls the substance of the speaker's message is not content-neutral" even if it has broad application.[5]

If the regulation is content-neutral, it may permissibly impose reasonable time, place, and manner restrictions.[6] The restrictions are valid if they (1) are narrowly tailored to serve substantial government interest" and (2) "leave open ample channels for communication of the information." Under the time, place and manner analysis, a "narrowly tailored" ordinance "does not have to have eliminated all less restrictive alternatives," but must not burden substantially more speech than is necessary to further the government's legitimate interest.[7]

If the restrictions on expressions are content-based, then the court must determine whether the restrictions involve commercial or non-commercial speech. Commercial speech has been defined as "expression related solely to the economic interest of the speaker and its audience" or "speech proposing a commercial transaction."[8]

Content-based restrictions of commercial speech are analyzed under the four-part test announced by the Supreme Court in ***Central Hudson Gas & Elec. Corp. v. Public Serv. Comm'n of New York,*** 447 U.S. 557, 100 S.Ct. 2343, 65 L.Ed.2d 341 (1980). Under ***Central Hudson,*** the Court must determine whether (1) the speech is protected by the First Amendment; (2) the government interest is "substantial"; (3) the regulation "directly advances the governmental interest asserted"; and (4) the regulation is not more extensive than necessary to serve the governmental interest. Similarly, the Supreme Court has held that "safety" and "aesthetics" are substantial governmental interests that can justify the regulation of some commercial speech.[9]

Content-based restrictions on non-commercial speech are analyzed under the "strict scrutiny" test. Under this test, the government must show that the regulation is necessary to serve a compelling state interest and that it is narrowly drawn to achieve that end.[10] Although "safety" and "aesthetics" are substantial government interests, they are not compelling enough to justify content-based restriction on full-protected non-commercial speech."[11] Generally speaking, non-commercial speech is given more constitutional protection than commercial speech, therefore the proposed ECC sign ordinance would be on safer constitutional ground because it is less restrictive in regulating non-commercial speech by allowing churches to change content no more than once an hour than it is regulating commercial speech by allowing sign content to change no more than once every twelve hours. It should however be determined what constitutes "all other uses" for purposes of analyzing what other types of non-commercial speech may be effected.

Currently, Section 3-45 (A) [Substitution Clause] of the Ormond Beach ***Land Development Code,*** provides that at the option of the property owner, a sign may contain

a non-commercial message unrelated to the business located on the premises where the sign is erected. "The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another, as frequently as desired by the owner of the sign, . .". The substitution clause allows owners to change non-commercial messages "as frequently as desired by the sign's owners provided the sign is not prohibited and the sign continues to comply with all requirements of this chapter."

Ordinances that provide *exemptions* to regulation, such as exempting time, date and temperature on electronic signs, have been held to be content- based regulations.[12]

1. ***Solantic v. City of Neptune Beach*** 410 F. 3d 1250 (2005)

Solantic had an electronic variable message (EVM) sign, and brought an action against the City of Neptune Beach seeking preliminary and permanent injunctive relief enjoining enforcement in the sign code ordinance on the ground that it violated the First Amendment in at least two ways. First, it *exempts from regulation* certain categories of signs based on their content, without a compelling justification for the disparate treatment; and secondly, it contained no time limits for permitting decisions.

The City had the case removed to the U.S. District Court for the Middle District of Florida, which denied the preliminary injunction, and upheld the sign ordinance. Solantic then took an interlocutory appeal. The U.S. Court of Appeals, Eleventh Circuit held that: (1) the sign code was a content based restriction on speech; (2) the sign code was facially unconstitutional since it was not narrowly tailored to accomplish the city's asserted interest in aesthetics and traffic safety, since those interests were not "compelling"; and (3) absence of any time limits rendered city's sign code's permitting requirement unconstitutional.

Initially, the City's Code Enforcement Board conducted a hearing and found Solantic's sign violated the sign code three ways: by allowing the sign to change copy more than once a day; by allowing the sign to blink, flash, or scroll alternating messages; and by not controlling the sign solely from the property on which it was located.

The City's sign code had seventeen exemptions, such as governmental bodies, religious displays, works of art, public warning signs, and official signs of a noncommercial nature erected by public utilities to name a few. The court found these exemptions resulted in content-based regulation, stating; "In short, because some types of signs are extensively regulated while others are exempt from regulation based on the nature of the messages they seek to convey, the sign code is undeniably a content-based restriction on speech".

A content-based restriction is analyzed under strict scrutiny and to be held constitutional, the ordinance must be "necessary to serve a compelling state interest" and "narrowly drawn to achieve that end". The court found the Neptune Beach sign code failed both aspects: it was not narrowly tailored to accomplish the City's asserted interests in aesthetics and traffic safety, nor has the case law recognized those interests as "compelling". The court when on to state: "The code does not, however, explain how

these factors affect motorist' safety, or why a moving or illuminated sign of the permissible variety-for example, a sign depicting a religious figure in flashing lights, which would be permissible under § 27-580 (17)'s exemption for "religious displays" would be any less distracting or hazardous to motorists than a moving or illuminated sign of the impermissible variety-for example, one depicting the President in flashing lights, which falls within no exemptions and is therefore categorically barred."

Finally, the court found that since Neptune Beach's sign ordinance did not have a time limit on the permit process, it was a prior restraint on speech "that the First Amendment will not bear". Neptune Beach's sign code contains no time limit of any sort for permitting decisions, with the court stating: "The absence of any decision-making deadline effectively vests building officials with unbridled discretion to pick and choose which signs may be displayed by enabling them to pocket veto the permit applications for those bearing disfavored messages."

2. ***Dimmitt v. City of Clearwater*** 985 F. 2d 1565 (1993)

In this Eleventh Circuit case, an automobile dealership operator brought an action against the city challenging the constitutionality of the city ordinance regulating the display of signs, flags, and other means of graphic communication. The City counterclaimed, asserting that the operator's display of flags violated the federal Flag Code. The U.S. District Court for the Middle District of Florida granted partial summary judgment to the operator and denied the city's summary judgment motion. The City appealed, and the U.S. Court of Appeals held that (1) the limitation of ordinance permit exception to government flags unconstitutionally differentiated between speech based upon its content; (2) under the overbreadth doctrine, the operator could assert rights of those whose non-commercial speech was restricted by the ordinance; and (3) the Flag Code is merely advisory and is not intended to proscribe conduct.

3. ***City of Ladue v. Gilleo*** 512 U.S. 43 (1994)

The City of Ladue enacted an ordinance that prohibited homeowners from displaying any signs on their property except those that fell into one of 10 exemptions such as "residence identification" signs, "for sale" signs, and signs warning of safety hazards. The ordinance permitted commercial establishments, churches, and non-profit organizations to erect certain signs not allowed at residences. The question for the court is whether the ordinance violated resident's right to free speech.

The plaintiff placed a sign in her window against the gulf war and after being cited for a violation, challenged the ordinance. The District Court held the ordinance unconstitutional, the Court of Appeals affirmed, relying on ***Metromedia v. San Diego*** 453 U.S. 490 (1981), and holding that the ordinance was invalid because it was a content based regulation because and the City treated commercial speech more favorably than non-commercial speech, and favored some kinds of non-commercial speech over others.

C. ISSUE (3): WHETHER ALLOWING CHURCHES TO CHANGE MESSAGE MORE FREQUENTLY THAN BUSINESSES VIOLATES ESTABLISHMENT CLAUSE OR EQUAL PROTECTION.

1. Establishment Clause Analysis

By allowing churches the opportunity to change the message more frequently than businesses, the ordinance is providing more constitutional protection for noncommercial speech than commercial speech, which has been held valid.[13]

Besides First Amendment speech challenges, this proposed ordinance may receive challenges of a violation of Equal Protection or Establishment clauses. The Establishment Clause prohibits the government from promoting or affiliating with any religious doctrine or organization.[14] Establishment Clause violations are analyzed under the '***Lemon***' test, meaning the law (1) must have a secular purpose; (2) neither advance nor inhibit religion in its principal or primary effect; and (3) not foster an excessive entanglement with religion. The proposed ordinance would not appear to be a violation of the Establishment Clause under the Lemon test.

2. Equal Protection Analysis

Usually, in order for an equal-protection challenge to get off the ground, the plaintiff must have a colorable basis for representing that they are similarly situated to the class of persons accorded different treatment. This means that under the proposed ordinance, a business owner would have to provide a basis that they are 'similarly situated' to a church to challenge the language of the ordinance that allows churches an opportunity to change sign content "not more than once every hour", compared to "no more than once every twelve hours" for all other uses.

But non-religious entities are not similarly situated to religious entities as a matter of constitutional law.[15] The United States Constitution itself 'discriminates' on the basis of religion in that the free exercise and establishment clauses of the first amendment put religious and secular entities on a different footing in their relations to government.[16] Under ***Cohen v. City of Des Plaines,*** 8 F.3d 484 (7th Cir. 1993) the court held that religious exemption from daycare zoning ordinance does not violate the establishment clause or the equal-protection clause. And in ***Pre-School Owners Assoc. of Illinois, Inc. v. Dept. of Children and Family Services, 119*** Ill. 2d 268, 518 N.E. 2d 1018 (Ill. 1988), the court held that various exemptions from daycare regulation, including a religious exemption, do not violate the equal protection clause, or the religion clauses of the first amendment, and are not unconstitutionally vague.[17]

Another approach to equal protect challenges is the "class of one" theory. Under this theory, a plaintiff does not claim to be a member of a specific class that was discriminated against but argues that the defendant arbitrarily and without rational basis treated the plaintiff differently than someone similarly situated. ***See Village of Willowbrook v. Olech,*** 528 U.S. 562, 120 S. Ct. 1073, 145 L.Ed.2d 1060 (2000)(per

curiam). To prevail on this claim, the plaintiff must establish that the City "intentionally treated him differently from other similarly situated and that there is no rational basis for the difference in treatment.[18] As in most rational basis cases, the government wins by a minimal showing that the law in question is rationally related to further a legitimate purpose, which in this case would be to control aesthetics and protect the safety of motorists.

IV. CONSIDERATIONS AND RECOMMENDATIONS

A. GENERAL VALIDITY OF ORDINANCE

As mentioned in ***Metromedia,*** the "most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them." ***See Metromedia***, 453 U.S. at 508, 101 S. Ct. 2882. Aside from that, an ordinance that is content-neutral and regulates only time, place and manner is usually upheld. The proposed ordinance has several time, place and manner restrictions regarding the technical aspects of ECC signs that would be considered content neutral; including the zoning areas the signs would be permitted in and the minimum distance allowed between ECC signs.

The ordinance would appear to be on stronger ground from challenges that arise on the basis of a constitutional violation of establishment or equal protection clauses because the case law provided that churches are different from other secular groups and can be regulated differently. Also, since non-commercial speech has been afforded stronger constitutional protections than commercial speech, the ordinance would be most likely upheld in that regard as well.

Thus, from the case law research that was conducted, the biggest concern with the constitutional validity of the proposed ordinance is whether the language allowing churches to change the sign content more often that all other uses would be construed by the courts to be a content-based regulation because it is allowing one speaker more of an opportunity to provide content than others. One of distinguishing factors from this ordinance is that the ordinance specifically regulates the 'change time', and does not provide a blanket exemption to churches. In the researched cases where an ordinance was held unconstitutional as not being content-neutral, generally there was a wide exemption for a variety of uses such as government buildings, warning signs, churches, time, date and temperature, etc. By making these exemptions, many courts construed this as content regulation and held the ordinance unconstitutional.

B. PRACTICAL CONSIDERATIONS

- As a practical consideration to the proposed amendment to the Ormond Beach ***Land Development Code***, language should be included to be extremely explicit about including a severability clause so if one part is found to be unconstitutional, the rest of the ordinance should be unaffected by it.[19]

- Other practical considerations include providing a substitution clause, which currently exist under § 3-45 of the ***LDC***.

- If the ordinance is challenged, not waiving any defenses such as mootness, ripeness, or standing.[20]

- Provide language more inclusive such as "places of worship".

- Provide a time limit for permit approval or denial (such as 45 days) to avoid challenges that regulation constitutes a "prior restraint" because building officials have no deadlines to decide upon the application.

C. HYPOTHETICAL VIOLATIONS/ ENFORCEMENT SITUATIONS

Some scenarios to be considered that could complicate enforcement of potential non-conforming uses or pose legal challenges should include:

- A potential constitutional challenge arising where an ECC sign permit is issued to a place of worship, and subsequently commercial speech is integrated into use; albeit a minority of the time (for example 20% of the time). Conceivably, an argument may be made that the City ordinance is attempting to regulate speech content by enforcing onsite noncommercial speech versus off-site commercial speech through the same vehicle. The facts would be reversed, but very similar to the case of ***Metromedia***.

- Potential challenge from businesses that claim unequal application of constitutional protection and contradiction with the substitution clause of § 3-45 because businesses would be limited to content change "no more than once every twelve hours", whereas the substitution clause allows businesses to change messages of non-commercial speech as "frequently as desired". Also, churches are allowed to change non-commercial speech messages more frequently under the new ordinance.

- Potential difficulties may arise when enforcing compliance with "change time" requirements, and assuring that enforcement efforts are equally applied as to each business or places of worship.

ENDNOTES

[1] ***City of Ladue v. Gilleo*, 512 U.S. 43, 48, 114 S. Ct. 2038, 129 L.Ed 2d 36 (1994).**

[2] ***National Advertising Company v. City of Orange*, 861 F. 2d 246 (9th cir. 1988) (at 248).**

[3] ***Richland Bookmark Inc. v. Nichols*, 137 F. 3d 435, 440 (6th Cir. 1998).**

[4] ***Ward v. Rock Against Racism*, 491 U.S. 781,791, 109 S. Ct. (1984).**

[5] ***Hill v. Colorado*, 530 U. S. 703,767, 120 S. Ct. 2480, 147 L.Ed 2d 597 (2000).**

[6] *Cleveland Board of Realtors v. City of Euclid,* 88 F. 3d 382, 386 (6th Cir. 1996).

[7] *Id.* at 385.

[8] *Rubin v. Coors Brewing Co.,* 514 U.S. 476, 115 S. Ct. 1585, 131 L.Ed 2d 800 (1981).

[9] *Metromedia, Inc. v. City of San Diego,* 453 U.S. 490, 507-08, 101 S.Ct. 2882, 69 L.Ed 2d 800 (1981).

[10] *Boos v. Barry,* 485 U.S. 312, 321-22, 108 S.Ct. 1157, 99 L.Ed 2d 333 (1988).

[11] *North Olmsted Chamber of Commerce v. City of North Olmsted,* 86 F. supp. 2d 755, 767 (2000).

[12] *King Enterprises, Inc. v. Thomas Township,* 215 F. Supp. 2d 891 (2002).

[13] *Lamar Advertising Associates of East Florida, Ltd. V. City of Daytona Beach,* 450 So. 2d 1145 (1984), citing *Metromedia, Inc. v. City of San Diego.*

[14] *County of Allegheny v. American Civil Liberties Union,* 492 U.S. 573, 590, 109 S. Ct. 3086, 3099, 106 L. Ed. 2d 472 (1989).

[15] *Kid's Care, Inc. v. State of Alabama Dept. of Human Resources, Not Reported in F. Supp. 2d (2001). 2001 WL 35827965, United States District Court, M.D. Alabama, Northern Division.*

[16] *Id.*

[17] *Id.*

[18] *Meredith v. City of Lincoln City, 2008 WL 4375591, United States District Court, D. Oregon, [Not Reported in F. Supp. 2d (2008)].*

[19] *"A Local Government Attorney's Guide to Successfully Regulating First Amendment Land Uses", by Susan Trevarthen, 32nd Annual Local Government Law in Florida Seminar (2009).*

[20] *Id.*

410 F.3d 1250
United States Court of Appeals,
Eleventh Circuit.

SOLANTIC, LLC, a foreign limited liability company, Plaintiff-Appellant,
v.

CITY OF NEPTUNE BEACH, a municipality, Enforcement Board of the City of Neptune Beach, its local administrative governmental body, Defendants-Appellees.

No. 04-12758.May 31, 2005.

Synopsis

Background: Business, whose **electronic** variable **message center** (EVMC) sign was found to violate city sign code, brought action in state court against city, seeking preliminary and permanent injunctive relief enjoining enforcement of the sign code sign code on ground that it violated the First Amendment. After city removed the case, the United States District Court for the Middle District of Florida, No. 04-00040-CV-J-25-MMH, Henry Lee Adams, Jr., J., denied preliminary injunction, upheld the sign code and business took an interlocutory appeal.

Holdings: The Court of Appeals, Marcus, Circuit Judge, held that:

1 sign code was a content-based restriction on speech;

2 sign code was facially unconstitutional since it was not narrowly tailored to accomplish the city's asserted interests in aesthetics and traffic safety, and since those interests were not "compelling;" and

3 absence of any time limits rendered city's sign code's permitting requirement unconstitutional.

Reversed and remanded.

West Headnotes (10)

1 **Constitutional Law**⇐Narrow Tailoring Requirement; Relationship to Governmental Interest

If an ordinance is a content-neutral time, place, and manner restriction on speech, it is subject to intermediate scrutiny under First Amendment; ordinance must not restrict speech substantially more than necessary to further a legitimate government interest, and it must leave open adequate alternative channels of communication. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

2 **Constitutional Law**⇐Strict or Exacting Scrutiny; Compelling Interest Test

If an ordinance restricting speech is content based, it is subject to strict scrutiny, meaning that it is constitutional under First Amendment only if it constitutes the least restrictive means of advancing a compelling government interest. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

3 **Constitutional Law**⇐Content-Neutral Regulations or Restrictions
Constitutional Law⇐Content-Based Regulations or Restrictions

As a general rule, laws that by their terms distinguish favored speech from disfavored speech on the basis of the ideas or views expressed are content based for purposes of First Amendment analysis; on the other hand, a content-neutral ordinance is one that places no restrictions on either a particular viewpoint or any subject matter that may be discussed. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

4 **Constitutional Law**⇐Signs

City's sign code was a content-based restriction on speech for purposes of First Amendment analysis since it exempted from its regulations some categories of signs, based on their content, but not others. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

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Content-based / Commercial Speech

5 **Constitutional Law**⇐Signs

City's sign code, which was a content-based restriction on speech for purposes of First Amendment analysis since it exempted from its regulations some categories of signs, based on their content, but not others, was facially unconstitutional since it was not narrowly tailored to accomplish the city's asserted interests in aesthetics and traffic safety, and since those interests were not "compelling." U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

6 **Statutes**⇐Effect of Partial Invalidity

Florida law favors severance of the invalid portions of a law from the valid ones where possible.

Cases that cite this headnote

7 **Constitutional Law**⇐Time Limits for Grant or Denial

Whether a licensing ordinance which constitutes a prior restraint on speech must contain a time limit within which to make licensing decisions depends on whether the ordinance is content based or content neutral.

Cases that cite this headnote

8 **Constitutional Law**⇐Time Limits for Grant or Denial

To satisfy the time-limit requirement under First Amendment, a licensing ordinance which constitutes a prior restraint on speech must ensure that permitting decisions are made within a specified time period. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

9 **Constitutional Law**⇐Signs

Absence of any time limits rendered city's sign code's permitting requirement unconstitutional under First Amendment where sign code was a content-based restriction on speech. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

10 **Federal Courts**⇐On Separate Appeal from Interlocutory Judgment or Order

Court of Appeals had jurisdiction, on an appeal from the district court's denial of a preliminary injunction, to reach the merits and strike down city's sign code as unconstitutional where there were no relevant facts at issue and the questions raised were purely legal ones. 28 U.S.C.A. § 1292(a)(1).

Cases that cite this headnote

Attorneys and Law Firms

*1251 Cynthia L. Hain, Lawrence Hamilton, II, Michael G. Tanner, Holland & Knight, Jacksonville, FL, Stephen H. Grimes, Holland & Knight, Tallahassee, FL, for Plaintiff-Appellant.
Ernest H. Kohlmyer, III, Bell, Leeper & Roper, PA, Orlando, FL, Christopher A. White, Ponte Vedra, FL, for Defendants-Appellees.

Appeal from the United States District Court for the Middle District of Florida.

Before MARCUS, FAY and SILER*, Circuit Judges.

Opinion

*1252 MARCUS, Circuit Judge:

At issue in this case is the constitutionality of the City of Neptune Beach's sign code. Appellant Solantic, LLC ("Solantic") argues that the sign code violates the First Amendment in at least two ways: first, it exempts from regulation certain categories of signs based on their content, without compelling justification for the disparate treatment; and second, it contains no time limits for permitting decisions. We agree with Solantic, and hold the sign code unconstitutional on both grounds.

I.

Solantic is a business operating emergency medical care facilities in various locations, including the City of Neptune Beach ("the City" or "Neptune Beach"). In April 2003, Solantic installed in front of its Neptune Beach facility a large "**Electronic** Variable **Message Center**" (EVMC) sign. A videotape showing the sign was viewed by the district court and is part of the record. The district court describes the EVMC sign as sitting in the middle of a pole, approximately 10 to 12 feet above the ground, and situated below a larger blue sign displaying Solantic's business name.

Solantic states that the EVMC sign "was used for, and is intended to be used for, commercial messages, i.e. to identify Solantic's business and to convey information about its products and services, and for noncommercial messages, i.e. to promote social and health ideas and causes." Br. at 4. As the City describes it, Solantic's EVMC sign conveyed "electronically lit messages that flashed, blinked and scrolled across the surface of the sign." Br. at 1.

Prior to erecting the sign, Solantic obtained an electrical permit from the City to operate the sign. Solantic did not, however, submit to the City a sign application, despite the sign code's1 general requirement that no sign be erected without first obtaining a permit.

Consequently, on April 28, 2003, the City sent Solantic a notice of violations of various sections of the sign code, including § 27-579 (requiring a permit to erect a sign); § 27-581(4) (prohibiting signs with any "visible movement achieved by electrical, electronic or mechanical means, except for traditional barber poles"); § 27-581(5) (prohibiting signs "with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy"); and § 27-581(6) (prohibiting signs "with lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary intensity or color except for time-temperature-date signs"). The notice also informed Solantic that violations of the sign code are punishable by fines of up to $250 a day, or $500 a day for repeat violations.

The City's Code Enforcement Board ("the Board") conducted a hearing on June 11, 2003, and determined that Solantic's sign violated the sign code. The Board subsequently directed Solantic, in an undated order, to cure the violation by taking four steps: (1) obtaining a sign permit; (2) modifying the sign to change copy no more than once a day; (3) modifying the sign so that its copy would not blink, flash, or scroll, but rather would permanently glow; and (4) controlling the sign only from the premises on which it was located.

Following the Board's June decision, Solantic applied for a sign permit. The district court concluded, however, that Solantic *1253 appeared to have continued to operate its sign without modifying it in accordance with the City's order.

Thus, on September 24, 2003, the City sent Solantic another notice of alleged violation of the same sections of the sign code. The Board held another hearing on October 8, 2003, after which it issued another undated order reiterating that Solantic was in violation of the sign code in three ways: by allowing the sign to change copy more than once a day; by allowing the sign to blink, flash, or scroll alternating messages; and by not controlling the sign solely from the property on which it was located. The Board thus ordered that Solantic be assessed fines totaling $75 per day ($25 for each of the three violations), running from September 3, 2003 ("the date of discovery or verification or violation(s)") until all violations were cured.

On October 28, 2003, Solantic filed an application for appeal from both the June and the October decisions of the Board. The City denied the appeal on November 3, 2003. Solantic then brought suit in the Circuit Court for the Fourth Judicial Circuit in Duval County, Florida, on January 5, 2004. Soon thereafter, the City removed the case to the United States District Court for the Middle District of Florida.

In its second amended complaint (the operative pleading for purposes of this appeal), filed March 9, 2004, Solantic argued that the sign code violated the First Amendment in a variety of ways, including as a content-based regulation of speech and as an unlawful prior restraint.2 Solantic sought declaratory relief, in the form of a judgment declaring the City's sign code to be unconstitutional and unenforceable against Solantic, and absolving Solantic of any liability for accrued fines based on alleged violations of the sign code. In addition, Solantic sought preliminary and permanent injunctive relief enjoining enforcement of the sign code.

On March 10, 2004, Solantic moved for a preliminary injunction. The district court held a provisional hearing on April 2, 2004, and ruled on May 3, 2004. The district court denied the preliminary injunction solely on the ground that Solantic had not shown a likelihood of success on the merits, without reaching the other relevant factors.3 The court reasoned that although the sign code's permit requirement was a prior restraint on speech, it was a content-neutral time, place, and manner restriction that did not place excessive discretion in the hands of licensing officials, and was therefore constitutional.

It is from this order that Solantic took an interlocutory appeal, pursuant to 28 U.S.C. § 1292(a)(1).

II.

A.

The decision to grant or deny a preliminary injunction "is within the sound discretion of the district court and will not be *1254 disturbed absent a clear abuse of discretion." *Palmer v. Braun*, 287 F.3d 1325, 1329 (11th Cir.2002); *see also, e.g., Horton*, 272 F.3d at 1326; *Siegel v. LePore*, 234 F.3d 1163, 1178 (11th Cir.2000). We review the district court's findings of fact for clear error, and its application of the law *de novo*, "premised on the understanding that '[a]pplication of an improper legal standard ... is never within a district court's discretion.' " *Johnson & Johnson*, 299 F.3d at 1246 (quoting *Am. Bd. of Psychiatry & Neurology, Inc. v. Johnson-Powell*, 129 F.3d 1, 3 (1st Cir.1997)); *see also Horton*, 272 F.3d at 1326.4

Solantic argues that the district court abused its discretion in denying preliminary injunctive relief, since Neptune Beach's sign code violates the First Amendment in three ways: first, the enumerated exemptions from its regulations render it an unconstitutional content-based restriction on speech; second, its permit requirement is an unlawful prior restraint; and third, it is unconstitutionally vague as applied to Solantic. Because we agree with Solantic as to the first two issues, we need not and do not reach the third.

In determining whether the district court correctly concluded that Solantic was unlikely to succeed on the merits, we review the relevant provisions of the Neptune Beach sign code in some detail. The sign code regulates all signs erected within the City, other than those that are explicitly exempted from its regulations. *See* § 27-572 ("This article exempts certain signs from these regulations ...."); § 27-573 ("This article applies to all signs, and other advertising devices, that are constructed, erected, operated, used, maintained, enlarged, illuminated or substantially altered within the city."); § 27-580 (enumerating exempt signs).

At the outset, the sign code contains a number of findings of fact, pertaining to the safety and aesthetic harms that signs may cause. These findings state:

> (1) The manner of the erection, location and maintenance of signs affects the public health, safety, morals, and welfare of the people of this community.
>
> (2) The safety of motorists, cyclists, pedestrians, [and] other users of the public streets is affected by the number, size, location, lighting and movement of signs that divert the attention of drivers.
>
> (3) The size and location of signs may, if uncontrolled, constitute an obstacle to effective fire-fighting techniques.
>
> (4) The construction, erection and maintenance of large signs suspended from or placed on the tops of buildings, walls or other structures may constitute a direct danger to pedestrian and vehicular traffic below, especially during periods of strong winds.
>
> (5) Uncontrolled and unlimited signs may degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value *1255 of tourism, visitation and permanent economic growth.

§ 27-574.

In light of these findings of fact, the sign code lays out the "intentions and purposes of the city council" in enacting it:

> (1) To create a comprehensive and balanced system of sign control that accommodates both the need for a well-maintained, safe and attractive community, and the need for effective business identification, advertising and communication.
>
> (2) To permit signs that are:
>
> a. Compatible with their surroundings.
>
> b. Designed, constructed, installed and maintained in a manner which does not endanger public safety or unduly distract motorists.
>
> c. Appropriate to the type of activity to which they pertain.
>
> d. Large enough to convey sufficient information about particular property, the products or services available on the property, or the activities conducted on the property, and small enough to satisfy the needs for regulation.
>
> e. Reflective of the identity and creativity of individual occupants.
>
> (3) To promote the economic health of the community through increased tourism and property values.

§ 27-575.

A "sign," as broadly defined by the code, "means any device which is used to announce, direct attention to, identify, advertise or otherwise communicate information or make anything known. The term shall exclude architectural features or art not intended to communicate

information." § 27-576.

Signs that are regulated by the sign code are subject to a variety of regulations, two of which are particularly important here. First, § 27-579 requires that a permit be obtained before a sign may be erected.[5] Second, § 27-581 establishes numerous limitations on the form that signs may take, including that they may not contain any visible movement, § 27-581(4); they may not create the optical illusion of movement, including by changing copy, § 27-581(5); and they may not contain lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color, except for time-temperature-date signs, § 27-581(6), among other things.

However, the sign code expressly exempts from these regulations certain enumerated categories of signs. Two provisions *1256 in particular are significant here. First, § 27-580 provides:

The following types of signs are exempt from these regulations, provided they are not placed or constructed so as to create a hazard of any kind:[6]

*1257 (1) Signs that are not designed or located so as to be visible from any street or adjoining property.

(2) Signs of two (2) square feet or less and that include no letters, symbols, logos or designs in excess of two (2) inches in vertical or horizontal dimension, provided that such sign, or combination of such signs, does not constitute a sign prohibited by this Code.

(3) Flags and insignia of any government, religious, charitable, fraternal, or other organization, provided that:

a. No more than three (3) such flags or insignia are displayed on any one parcel of land; and

b. The vertical measurement of any flag does not exceed twenty (20) percent of the total height of the flag pole, or in the absence of a flag pole, twenty (20) percent of the distance from the top of the flag or insignia to the ground.

(4) Signs erected by, on behalf of, or pursuant to authorization of a governmental body, including, but not limited to the following: legal notices, identification signs, and informational, regulatory, or directional signs;

(5) Integral decorative or architectural features of buildings, provided that such features do not contain letters, trademarks, moving parts or lights.

(6) Signs on private premises directing and guiding traffic and parking on private property, but bearing no advertising matter;

(7) Signs painted or attached to trucks or other vehicles for identification purposes.

(8) Official signs of a noncommercial nature erected by public utilities, provided that such signs do not exceed three (3) feet in height and the sign area does not exceed one-half (½) square foot in area.

(9) Decorative flags or bunting for a celebration, convention, or commemoration of significance to the entire community when authorized by the city council for a prescribed period of time.

(10) Holiday lights and decorations.

(11) Merchandise displays behind storefront windows so long as no part of the display moves or contains flashing lights.

(12) Memorial signs or tablets, names of buildings and dates of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials and attached to the surface of a building.

(13) Signs incorporated into machinery or equipment by a manufacturer or distributor, which identify or advertise only the product or service dispensed by the machine or equipment, such as signs customarily affixed to vending machines, newspaper racks, telephone booths, and gasoline pumps.

(14) Public warning signs to indicate the dangers of trespassing, swimming, animals, or similar hazards.

(15) Works of art that do not constitute advertising.

(16) Signs carried by a person; and

(17) Religious displays (e.g. nativity scenes).

§ 27-580.

Second, § 27-583(b) exempts only from the sign code's permit requirement a variety of types of temporary signs.[7] Exempt signs include:

(1) On-site for sale/rent/lease signs;

*1258 (2) Grand opening signs;

(3) Construction-site identification signs;

(4) Signs to indicate the existence of a new business or business location;

(5) On-site signs to announce or advertise such temporary uses as fairs, carnivals, circuses, revivals, sporting events, festivals or any public, charitable, educational or religious event; and

(6) Election or political campaign related signs.

B.

Solantic says that the sign code is a facially unconstitutional content-based restriction on speech, since it exempts from its regulations some categories of signs, based on their content, but not others. Because most (though not all) of the exemptions from the sign code are based on the content-rather than the time, place, or manner-of the message, we are constrained to agree with Solantic that the sign code discriminates against certain types of speech based on content.

[2] "In evaluating the constitutionality of an ordinance restraining or regulating speech, we first inquire whether the Ordinance is content-neutral." *Burk v. Augusta-Richmond County*, 365 F.3d 1247, 1251 (11th Cir.2004); *see also One World One Family Now v. City of Miami Beach*, 175 F.3d 1282, 1286 (11th Cir.1999) ("It is only if we find the governmental action content-neutral that we examine whether the action is a permissible time, place, and manner regulation."). If the ordinance is a content-neutral time, place, and manner restriction, it is subject to intermediate scrutiny-that is, it must not restrict speech substantially more than necessary to further a legitimate government interest, and it must leave open adequate alternative channels of communication. However, if the ordinance is content based, it is subject to strict scrutiny, meaning that it is constitutional only if it constitutes the least restrictive means of advancing a compelling government interest. *Burk*, 365 F.3d at 1251 (citations omitted).

As the Supreme Court has explained:

At the heart of the First Amendment lies the principle that each person should decide for himself or herself the ideas and beliefs deserving of expression, consideration, and adherence. Our political system and cultural life rest upon this ideal. Government action that stifles speech on account of its message, or that requires the utterance of a particular message favored by the Government, contravenes this essential right. Laws of this sort pose the inherent risk that the Government seeks not to advance a legitimate regulatory goal, but to suppress unpopular ideas or information or manipulate the public debate through coercion rather than persuasion. These restrictions "rais[e] the specter that the Government may effectively drive certain ideas or viewpoints from the marketplace."

For these reasons, the First Amendment, subject only to narrow and well-understood exceptions, does not countenance governmental control over the content of messages expressed by private individuals. Our precedents thus apply the most exacting scrutiny to regulations that suppress, disadvantage, or impose differential burdens upon speech because of its content .... In contrast, regulations that are unrelated to the content of speech are subject to an intermediate level of scrutiny, because in most cases they pose a less substantial risk of excising certain ideas or viewpoints from the public dialogue.

Turner Broad. Sys., Inc. v. FCC, 512 U.S. 622, 641-42, 114 S.Ct. 2445, 129 L.Ed.2d 497 (1994) (citations omitted) (quoting *1259 *Simon & Schuster, Inc. v. Members of State Crime Victims Bd.*, 502 U.S. 105, 116, 112 S.Ct. 501, 508, 116 L.Ed.2d 476 (1991)); *see also Police Dep't of the City of Chicago v. Mosley*, 408 U.S. 92, 95, 92 S.Ct. 2286, 33 L.Ed.2d 212 (1972) ("[A]bove all else, the First Amendment means that government has no power to restrict expression because of its message, its ideas, its subject matter, or its content."); *R.A.V. v. City of St. Paul*, 505 U.S. 377, 382, 112 S.Ct. 2538, 120 L.Ed.2d 305 (1992) ("Content-based regulations are presumptively invalid.").

[3] The Supreme Court has articulated and applied various standards for determining whether a law is content based or content neutral. "As a general rule, laws that by their terms distinguish favored speech from disfavored speech on the basis of the ideas or views expressed are content based." *Turner*, 512 U.S. at 643, 114 S.Ct. 2445. On the other hand, a content-neutral ordinance is one that "places no restrictions on ... either a particular viewpoint or any subject matter that may be discussed." *Hill v. Colorado*, 530 U.S. 703, 723, 120 S.Ct. 2480, 147 L.Ed.2d 597 (2000); *see also Burk*, 365 F.3d at 1254 ("A content-neutral ordinance 'applies equally to all and not just to those with a particular message or subject matter in mind.'").[8]

4 In determining whether the Neptune Beach sign code's series of enumerated exemptions render it content based, we are guided by the Supreme Court's plurality opinion in *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490, 101 S.Ct. 2882, 69 L.Ed.2d 800 (1981), and by our own opinion in *Dimmitt v. City of Clearwater*, 985 F.2d 1565 (11th Cir.1993).9 In *Metromedia*, *1260 the Court addressed the constitutionality of a San Diego ordinance that banned outdoor signs generally (to promote traffic safety and aesthetics), but exempted from the ban certain categories of signs.

A majority of the Court agreed that the ordinance was constitutional insofar as it banned offsite commercial advertising while continuing to allow onsite commercial advertising, since the city could permissibly distinguish between types of *commercial* speech. *Metromedia,* 453 U.S. at 507-12, 101 S.Ct. 2882 (plurality opinion); *id.* at 541, 101 S.Ct. 2882 (Stevens, J., dissenting in part). However, both the four-Justice plurality opinion written by Justice White and the two-Justice concurrence written by Justice Brennan concluded that the ordinance's regulation of *noncommercial* advertising was unconstitutional-although for wholly different reasons. The plurality found the ordinance unconstitutional in two ways. First, the ordinance continued to allow on-site commercial advertising, while banning on-site noncommercial advertising, which impermissibly favored commercial over noncommercial speech. *Id.* at 512-13, 101 S.Ct. 2882 (plurality opinion). Second-and most relevant to Solantic's case-the plurality concluded that the ordinance's series of exemptions from its general sign ban amounted to impermissible content-based discrimination among types of noncommercial speech. *Id.* at 514, 101 S.Ct. 2882.

The ordinance exempted religious symbols, commemorative plaques of recognized historical societies and organizations, signs carrying news items or telling the time or temperature, signs erected in discharge of any governmental function, and temporary political campaign signs. By exempting these categories of signs, the plurality reasoned, the ordinance "distinguishes in several ways between permissible and impermissible *1261 signs at a particular location by reference to their content." *Id.* at 516, 101 S.Ct. 2882. The plurality explained that "[w]ith respect to noncommercial speech, the city may not choose the appropriate subjects for public discourse: 'To allow a government the choice of permissible subjects for public debate would be to allow that government control over the search for political truth.' " *Id.* at 515, 101 S.Ct. 2882 (quoting *Consol. Edison Co. of N.Y. v. Pub. Serv. Comm'n of N.Y.*, 447 U.S. 530, 538, 100 S.Ct. 2326, 65 L.Ed.2d 319 (1980)). It thus found the ordinance invalid.

Justice Brennan, writing for himself and Justice Blackmun, also concluded that the ordinance was unconstitutional, but not because of its exemptions. Instead, the concurrence analyzed the ordinance as a total ban on signs, explaining that, in contrast to the plurality "my view is that the *practical* effect of the San Diego ordinance is to eliminate the billboard as an effective medium of communication for the speaker who wants to express the sorts of messages [not exempted], and that the exceptions do not alter the overall character of the ban." *Id.* at 525-26, 101 S.Ct. 2882 (Brennan, J., concurring in the judgment). Accordingly, the concurrence applied "the tests this Court has developed to analyze content-neutral prohibitions of particular media of communication" to conclude that the ban was invalid. *Id.* at 526-27, 101 S.Ct. 2882.

Because the *Metromedia* plurality's constitutional rationale did not garner the support of a majority, it has no binding application to Solantic's case.[10] However, we subsequently adopted the same reasoning in *Dimmitt v. City of Clearwater.* In *Dimmitt,* a panel of this Court addressed *1262 an ordinance very similar to Neptune Beach's, striking it down as a facially unconstitutional content-based restriction on speech. The Clearwater ordinance required a permit to erect or alter a sign, but exempted from this requirement certain types of signs, including: flags representing a governmental unit or body (limited to two per property), public signs posted by the government, temporary political signs, real estate signs, construction signs, temporary window advertisements, occupant identification signs, street address signs, warning signs, directional signs, memorial signs, signs commemorating public service, stadium signs, certain signs displayed on vehicles, signs commemorating holidays, menus posted outside restaurants, yard sale signs, and signs customarily attached to fixtures such as newspaper machines and public telephones.

The plaintiff-an automobile dealership seeking to display twenty-three American flags-brought facial and as-applied challenges to the ordinance. Focusing on the fact that the flag exemption applied only to flags of a governmental body, we found that the ordinance "cannot be treated as a content neutral regulation," since "the display of the American flag or that of the State of Florida would be exempted from the permit process while a flag displaying the Greenpeace logo or a union affiliation would require a permit." *Dimmitt,* 985 F.2d at 1569. After finding that the ordinance was content based, we considered whether it was nevertheless justified by a compelling state interest, concluding that the City's asserted interest in aesthetics and traffic safety was "not a compelling state interest of the sort required to justify content based regulation of noncommercial speech." *Id.* at 1569-70. Finally, we concluded that even if aesthetics and traffic safety were compelling governmental interests, the ordinance was not narrowly tailored to achieve those ends, since "these asserted interests clearly are not served by the distinction between government and other types of flags." *Id.* at 1570. We explained that "a municipality may not accomplish its purposes in promoting aesthetics and traffic safety by restricting speech depending upon the message expressed." *Id.* Thus, we held "that by limiting the permit exemption to government flags, the City has unconstitutionally differentiated between speech based upon its content." *Id.*[11]

*1263 There is little to distinguish the Neptune Beach sign code from the ordinances at issue in *Dimmitt* and *Metromedia.*[12] Like the exemptions from the Clearwater

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and San Diego sign regulations, the exemptions contained in Neptune Beach's sign code-both § 27-580's exemptions from all regulations, and § 27-583(b)'s exemptions *1264 from the permit requirement-are largely content based.13

Not all of the sign code's exemptions are content based. For example, exemption (1) for signs not visible from any street or adjoining property, and exemption (16) for signs carried by a person, are restrictions on sign *placement,* not content. *Cf. Members of the City Council of Los Angeles v. Taxpayers for Vincent,* 466 U.S. 789, 811, 104 S.Ct. 2118, 80 L.Ed.2d 772 (1984) (upholding a Los Angeles ordinance prohibiting posting of signs on public property, reasoning that "[t]he private citizen's interest in controlling the use of his own property justifies the disparate treatment" of public and private property). Similarly, exemption (2) for signs smaller than two square feet and containing no letters or symbols larger than two inches pertains only to form, not to content.

However, many of the sign code's exemptions are plainly content based. For example, exemption (3) applies to flags and insignia only of a "government, religious, charitable, fraternal, or other organization." Thus, a government or religious organization seeking to fly its flag may do so freely, whereas an individual seeking to fly a flag bearing an emblem of his or her own choosing would have to apply for a permit to do so, and would have to abide by all of the restrictions enumerated in § 27-581. For example, the government tax collector's office could display a flag reading, "Stop Tax Evasion," whereas an individual homeowner could not display a flag saying, "Stop Domestic Violence," since § 27-581(13) prohibits the use of the word "stop" in any nonexempt, nongovernmental sign.

Exemption (4) is also content based, permitting governmental identification signs and informational signs to be freely posted, but requiring an individual or private organization who wishes to post a sign identifying his office or home, for example, to obtain a permit to do so. Moreover, pursuant to § 27-581, an exempt governmental sign could contain features such as moving parts or flashing lights, whereas the sign code's general prohibitions on such features, *see* § 27-581(4), (6), bar the use of these devices by nonexempt individual and other private signs. Thus, the City government could display a ten-foot-tall sign identifying "City Hall" in blinking lights, whereas § 27-581(6) would prohibit a homeowner from posting even a modestly sized sign using flashing lights to identify "The Smith Residence," for example.

Exemption (6) permits signs on private property to be posted freely if they are for the purpose of "guiding traffic and parking" on the property. Thus, without a permit, a homeowner could post a sign reading, "Parking in Back" and bearing a flashing neon arrow pointing toward the rear of the property, but not a traditional yard sign-which is recognized as "a venerable means of communication" that "may have no practical substitute," *Ladue,* 512 U.S. at 54, 57, 114 S.Ct. 2038-with a political message like "Support Our Troops" or "Bring Our Troops Home."

Indeed, the only political signs exempt from any regulation are those "related to elections, political campaigns, or a referendum," *1265 and they are exempt *only* from the sign code's permit requirement, are limited to four square feet in size in residential areas, and may not be displayed for more than fourteen days prior to and two days after an election. § 27-583(b)(6). Thus, while a "Re-Elect Mayor Smith" yard sign could be posted for a maximum of sixteen days, the illuminated parking sign may remain indefinitely. In other words, a large neon arrow receives more favorable treatment under the sign code than a political sign. Moreover, electioneering signs are the only form of political expression spared from the sign code's permit requirement. To express any political message not directly related to an upcoming election, a would-be speaker must comply with the sign code's permitting rules and all of its other restrictions. Thus, a sign espousing a viewpoint on a salient political issue-for example, "Reform Medicare," "Save Social Security," "Abolish the Death Penalty," or "Overturn *Roe v. Wade*"-would be subject to a permitting process and to numerous restrictions on form and placement from which other signs-such as those "guiding traffic and parking"-are exempt.

Exemption (10) allows holiday lights and decorations to be displayed freely. Thus, a homeowner could plant a giant illuminated Santa Claus or a jack-o-lantern in his front yard, but not a figure of, say, the President or the Mayor. An illuminated reindeer would be permissible, whereas a less festive animal such as a dog would not. Moreover, an array of multicolored, flashing holiday lights could cover a homeowner's roof year-round, whereas a simple political-campaign sign must, under § 27-583(6), be posted no more than two weeks before the election and removed within two days after.

Exemption (12) provides that certain "memorial" signs on buildings may be freely erected. A comparable sign identifying living occupants, however-such as a plaque reading, "The Brown Family"-could be displayed only after obtaining a permit.

Exemption (13) permits signs incorporated into machinery that advertise the service provided by the machine, but not comparable signs advertising the manufacturer or operator's favored causes, for example. Thus, a sign reading, "Mow Your Lawn With A John Deere," may receive more protection than one that says, "Support Your Local Public Schools" or "Support Your

Local Police."

Exemption (17) covers "[r]eligious displays (e.g. nativity scenes)." Thus, a homeowner could display year-round, without a permit, a manger scene stretching across his entire front yard and bearing a sign reading, "Worship Our Savior." The scene could even include all of the features off-limits to nonexempt signs, such as moving parts, flashing lights, music, and even smoke. While that homeowner is free to employ limitless quantities of religiously themed figures, his neighbor could not freely display even a small, silent, stationary statue of the President, the Mayor, or any other secular figure, since such a display does not fall within any of the sign code's enumerated exemptions. Nor could he put up, for example, an image of a soldier bearing the sign, "Support Our Troops" or "Bring Our Troops Home." Indeed, even to erect either sign alone, without the soldier figure, would require a permit because of the nature of the message.

Even those exemptions that favor certain speech based on the *speaker,* rather than the content of the message-such as exemption (8) for "[o]fficial signs of a noncommercial nature erected by public utilities," and exemption (4) for signs "erected by, or on behalf of, or pursuant to the authorization of a governmental body"-are content based. Under these exemptions, *1266 public utilities and government bodies may freely erect signs expressing their political preferences, their positions on public policy matters, and, indeed, their chosen messages on virtually any subject. Thus, while a public utility could post a sign proclaiming, for example, "Choose Electric Power," an individual homeowner or a private business could not display a sign reading, "Conserve Electricity: Use Solar Power." Similarly, while the city council could paper the entire City of Neptune Beach with signs advancing its agenda-for example, "Support School Vouchers," or "Enlist in the National Guard"-an individual resident could not freely post even a single yard sign advocating the opposing position-for example, "Oppose School Vouchers," or "Abolish the National Guard."

The Supreme Court has "frequently condemned such discrimination among different users of the same medium for expression," which is another form of content-based speech regulation. *Mosley,* 408 U.S. at 96, 92 S.Ct. 2286; *see also First Nat'l Bank of Boston v. Bellotti,* 435 U.S. 765, 784-85, 98 S.Ct. 1407, 55 L.Ed.2d 707 (1978) ("In the realm of protected speech, the legislature is constitutionally disqualified from dictating the subjects about which persons may speak *and the speakers who may address a public issue.*" (emphasis added)). *Cf. Ackerley Communications of Mass., Inc. v. City of Somerville,* 878 F.2d 513, 518 (1st Cir.1989) (striking down a sign ordinance whose "grandfather" clause allowed certain speakers to use nonconforming signs, observing that "[e]ven if a complete ban on nonconforming signs would be permissible, we must consider carefully the government's decision to pick and choose among the speakers permitted to use such signs"). The sign code exemptions that pick and choose the *speakers* entitled to preferential treatment are no less content based than those that select among subjects or messages.

Moreover, even insofar as § 27-581 simply allows some types of messages to be displayed in a more prominent manner than others-for example, using flashing lights or moving parts-it constitutes content-based regulation of speech. *See Café Erotica of Fla., Inc. v. St. Johns County,* 360 F.3d 1274, 1289 (11th Cir.2004) (holding that limiting signs displaying political messages to a smaller size than signs displaying other types of messages constituted content discrimination); *Whitton v. City of Gladstone,* 54 F.3d 1400, 1410 (8th Cir.1995) (holding that prohibiting external illumination of political signs while allowing it for other signs was an unconstitutional content-based restriction, since "the message on the sign determines whether or not it may be externally illuminated").
In short, because some types of signs are extensively regulated while others are exempt from regulation based on the nature of the messages they seek to convey, the sign code is undeniably a content-based restriction on speech.[14]

*1267 5 Accordingly, our second inquiry is whether the sign code survives strict scrutiny. A content-based restriction on speech must be "necessary to serve a compelling state interest" and "narrowly drawn to achieve that end." *Perry Educational Ass'n v. Perry Local Educators Ass'n,* 460 U.S. 37, 45, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983). The Neptune Beach sign code fails both aspects of this requirement: the sign code is not narrowly tailored to accomplish the City's asserted interests in aesthetics and traffic safety, nor has our case law recognized those interests as "compelling."

Even if we were to assume that Neptune Beach's proffered interests in aesthetics or traffic safety were adequate justification for content-based sign regulations, the sign code cannot withstand strict scrutiny because it is not narrowly drawn to accomplish those ends. The problem is that the ordinance recites those interests only at the highest order of abstraction, without ever explaining how they are served by the sign code's regulations generally, much less by its content-based exemptions from those regulations. In *Dimmitt,* we noted that even if the government's interest in aesthetics and traffic safety could be sufficient justification for content-based regulation of signs, those interests "clearly are not served *by the distinction* between government and other types of flags; therefore, the regulation is not 'narrowly

drawn' to achieve its asserted end." *Dimmitt,* 985 F.2d at 1570 (emphasis added) (quoting *Perry,* 460 U.S. at 45, 103 S.Ct. 948); *see also, e.g., Gilleo,* 986 F.2d at 1184 (holding that an ordinance was not narrowly drawn since it was not the "least restrictive alternative available").

The same is true here-the sign code recites only the general purposes of aesthetics and traffic safety, offering no reason for applying its requirements to some types of signs but not others. As to traffic safety, the ordinance states that motorists' safety "is affected by the number, size, location, lighting and movement of signs that divert the attention of drivers." § 27-574(2). The sign code therefore permits signs that are "[d]esigned, constructed, installed and maintained in a manner which does not endanger public safety or unduly distract motorists." § 27-575(2). The code does not, however, explain *how* these factors affect motorists' safety, or why a moving or illuminated sign of the permissible variety-for example, a sign depicting a religious figure in flashing lights, which would be permissible under § 27-580(17)'s exemption for "religious displays"-would be any less distracting or hazardous to motorists than a moving or illuminated sign of the impermissible variety-for example, one depicting the President in flashing lights, which falls within no exemption and is therefore categorically barred by § 27-581(5)' s prohibition on signs containing "lights or illuminations that flash." Likewise, a homeowner could not erect a yard sign emitting an audio message saying, "Support Our Troops," since § 27-581(9) generally bans signs that "emit any sound that is intended to attract attention," but the government would be free to erect an equally distracting-and presumably unsafe-sign emitting the audio message, "Support Your City Council," since governmental signs are completely exempt from regulation under § 27-580(4).

Regarding aesthetics, the sign code states that "[u]ncontrolled and unlimited signs may degrade the aesthetic attractiveness *1268 of the natural and manmade attributes of the community." § 27-574(5). This provision similarly fails to explain how the sign code's content-based differentiation among categories of signs furthers the City's asserted aesthetic interests. For example, we are unpersuaded that a flag bearing an individual's logo (which is not exempt from regulation), is any less aesthetically pleasing than, say, a flag bearing the logo of a fraternal organization (which is exempt from regulation under § 27-580(3)). Nor is it clear to us that a government-authorized sign reading, "Support Your City Council" in flashing lights (which is exempt from regulation under § 27-580(4)), or a religious sign reading, "Support Your Church" (which is exempt under § 27-580(17)), degrades the City's aesthetic attractiveness any less than a yard sign reading, "Support Our Troops" in flashing lights.

Although the sign code's regulations may generally promote aesthetics and traffic safety, the City has simply failed to demonstrate how these interests are served by the distinction it has drawn in the treatment of exempt and nonexempt categories of signs. Simply put, the sign code's exemptions are not narrowly tailored to accomplish either the City's traffic safety or aesthetic goals.

Moreover, even if the sign code's regulations were narrowly tailored to promote aesthetics and traffic safety-and this codification does no such thing-the plurality opinion in *Metromedia* and our decision in *Dimmitt* have said that these interests are not sufficiently "compelling" to sustain content-based restrictions on signs. In *Metromedia,* the plurality concluded that aesthetics and traffic safety constituted "substantial" but not "compelling" government interests, and thus were insufficient to justify the San Diego ordinance. *Metromedia,* 453 U.S. at 507-08, 101 S.Ct. 2882 (plurality opinion). Subsequently, in *Dimmitt,* we declared that "[t]he deleterious effect of graphic communication upon visual aesthetics and traffic safety ... is not a compelling state interest of the sort required to justify content based regulation of noncommercial speech." *Dimmitt,* 985 F.2d at 1570. Thus, we found the city's interests in aesthetics and traffic safety inadequate to justify exempting certain types of flags but not others from the city's sign-permit requirement. *Id.* at 1569-70. "As a practical matter," we observed, "only the most extraordinary circumstances will justify regulation of protected expression based on its content." *Id.* at 1570.

Applying the *Dimmitt* analysis, we cannot reach a different conclusion in this case. The City has provided no justification, other than its general interests in aesthetics and traffic safety-which are offered only at the highest order of abstraction and applied inconsistently-for exempting certain types of signs but not others. We do not foreclose the possibility that traffic safety may in some circumstances constitute a compelling government interest, but Neptune Beach has not even begun to demonstrate that it rises to that level in this case. Accordingly, we are constrained to conclude that Neptune Beach's sign code is not justified by a compelling government purpose.

6 Because its enumerated exemptions create a content-based scheme of speech regulation that is not narrowly tailored to serve a compelling government purpose, Neptune Beach's sign code necessarily fails to survive strict scrutiny.15 Moreover, these exemptions are not severable from the remainder of the ordinance; *1269 we are therefore required to find the sign code unconstitutional.16

C.

Solantic also says that the sign code is unconstitutional for the wholly independent reason that its failure to impose time limits for permitting decisions makes it an invalid prior restraint on speech. We agree that the absence of any time limits renders the sign code's permitting requirement unconstitutional.

*1270 7 Whether a licensing ordinance-which constitutes a prior restraint on speech-must contain a time limit within which to make licensing decisions depends on whether the ordinance is content based or content neutral. As we have previously explained, *see Granite State Outdoor Adver., Inc. v. City of St. Petersburg,* 348 F.3d 1278, 1281 (11th Cir.2003), two Supreme Court cases establish the relevant framework.

First, in *Freedman v. Maryland,* 380 U.S. 51, 85 S.Ct. 734, 13 L.Ed.2d 649 (1965), the Court invalidated a state law requiring motion pictures to be licensed prior to their release. The licensing board had discretion to deny licenses for films that were "obscene" or that "tend[ed], in the judgment of the Board, to debase or corrupt morals or incite to crimes." *Id.* at 52 n. 2, 85 S.Ct. 734. In response to the danger of censorship posed by this ordinance, the Court held that the licensing process was valid only if it contained certain procedural safeguards, which the plurality opinion in *FW/PBS, Inc. v. City of Dallas,* 493 U.S. 215, 110 S.Ct. 596, 107 L.Ed.2d 603 (1990), described in these terms:

> (1) any restraint prior to judicial review can be imposed only for a specified brief period during which the status quo must be maintained; (2) expeditious judicial review of that decision must be available; and (3) the censor must bear the burden of going to court to suppress the speech and must bear the burden of proof once in court.

Id. at 227, 110 S.Ct. 596. Although the Court was fragmented as to the precise extent of *Freedman* 's applicability in *FW/PBS,* a majority of Justices reaffirmed the continuing validity of the first requirement-strict time limits for licensing decisions. *See id.* at 227-28, 110 S.Ct. 596 (plurality opinion); *id.* at 238, 110 S.Ct. 596 (Brennan, J., concurring in the judgment).17

Subsequently, in *Thomas v. Chicago Park District,* 534 U.S. 316, 122 S.Ct. 775, 151 L.Ed.2d 783 (2002), the Court upheld an ordinance requiring a permit before conducting any event involving more than fifty people. The Court distinguished *Freedman,* explaining: "*Freedman* is inapposite here because the licensing scheme at issue here is not subject-matter censorship but content-neutral time, place, and manner regulation of the use of a public forum." *Id.* at 322, 122 S.Ct. 775. Because the *Thomas* ordinance was content neutral, the Court held that it was not subject to the *Freedman* requirements, explaining that "[w]e have never required that a content-neutral permit scheme regulating speech in a public forum adhere to the procedural requirements set forth in *Freedman.*" *Id.* However, the Court held that the ordinance *was* subject to the requirement that it contain "adequate standards to guide the licensing official's *1271 discretion and render it subject to effective judicial review." *Id.* at 323, 122 S.Ct. 775.

Since *Thomas,* we have held that "time limits are not *per se* required when the licensing scheme at issue is content-neutral." *City of St. Petersburg,* 348 F.3d at 1282 n. 6; *see also Granite State Outdoor Adver., Inc. v. City of Clearwater,* 351 F.3d 1112, 1118 (11th Cir.2003) ("[T]ime limits are required when their lack could result in censorship of certain viewpoints or ideas, but are not categorically required when the permitting scheme is content-neutral." (emphasis and citation omitted)). We have explained that "whether *Freedman* or *Thomas* controls ... depends on whether the City's sign ordinance is content-based or content-neutral." *City of St. Petersburg,* 348 F.3d at 1281. Because Neptune Beach's sign code is content based, its permitting scheme is subject to *Freedman*'s time-limit requirement. *See Burk,* 365 F.3d at 1255 n. 12 ("A content-based prior restraint must also satisfy the procedural requirements of *Freedman v. Maryland.*" (citation omitted)); *see also Café Erotica,* 360 F.3d at 1282-83 (applying *Freedman*'s time-limit requirement to a sign permit requirement that was facially content neutral, but contained "the potential for content-based decisionmaking," and finding the requirement satisfied since the ordinance required permit applications to be approved or denied within 14 days of submission).

8 To satisfy the time-limit requirement, an ordinance must "ensure that permitting decisions are made within a specified time period." *Café Erotica,* 360 F.3d at 1282. In *Café Erotica,* we found this requirement satisfied by a sign permit requirement explicitly providing that licensing decisions had to be made within 14 days. In contrast, "[a]n ordinance that permits public officials to effectively deny an application by sitting on it indefinitely is ... invalid," since "[t]he opportunity for public officials to delay is another form of discretion." *Lady J. Lingerie v. City of Jacksonville,* 176 F.3d 1358, 1361-62 (11th Cir.1999). We have repeatedly applied this requirement in the context of licensing schemes for adult businesses, interpreting it as requiring that the ordinance contain a specific provision explicitly limiting the period of time within which licensing officials must make permitting decisions.

Thus, for example, in *Lady J. Lingerie v. City of Jacksonville,* we struck down a requirement that adult businesses obtain a zoning exemption. Although the zoning board was required to conduct a hearing within 63

days of the business's application, we held that "the ordinance's failure to require a deadline for decision renders it unconstitutional." *Id.* at 1363. In *Redner v. Dean*, 29 F.3d 1495 (1994), we struck down a licensing requirement for adult entertainment establishments, even though the ordinance placed a 45-day time limit on the administrator's licensing decision, since the ordinance further provided that in the event the administrator exceeded the 45-day limit, "the applicant may be permitted to begin operating the establishment for which a license is sought, unless and until the County Administrator notifies the applicant of a denial of the application." This provision, we held, rendered the time limit "illusory" and "risk[ed] the suppression of protected expression for an indefinite time period." *Id.* at 1500-01. Again, in *Artistic Entertainment, Inc. v. City of Warner Robins*, 223 F.3d 1306 (11th Cir.2000), we struck down a licensing requirement for adult entertainment establishments even though it required the city council to approve or deny a license application within 45 days. We reasoned that, "although [the ordinance] imposes a deadline on the City to consider an adult business license application, it does not guarantee the adult business owner the right to *1272 begin expressive activities within a brief, fixed time frame," since it did not provide for what would happen if the city council, "because of bad faith or innocent bureaucratic delays, fails to act on an application before the deadline." *Id.* at 1310-11.

9 Neptune Beach's sign code contains no time limit of any sort for permitting decisions. Section 27-594, entitled "Permit application and approval procedures," provides: "Within ten (10) days after receipt of an application, the building official shall determine that the information is complete or incomplete and inform the developer of the deficiencies, if any." § 27-594(b). If the application is deemed incomplete, the applicant has ten days to correct the problem. If the application is complete, "the building official shall determine if the sign meets all provisions of this Code and shall issue the permit which states whether the application is approved, denied, or approved with conditions." § 27-594(b)(2).

However, no section of the sign code specifies any time period within which the building official must make this determination, thereby "risk[ing] the suppression of protected expression for an indefinite time period." *Redner*, 29 F.3d at 1500-01. The absence of *any* decisionmaking deadline effectively vests building officials with unbridled discretion to pick and choose which signs may be displayed by enabling them to pocket veto the permit applications for those bearing disfavored messages. The sign code's permitting requirement is therefore precisely the type of prior restraint on speech that the First Amendment will not bear.

III.

Although this case is before us on appeal from the denial of a preliminary injunction, we do not think it necessary or prudent to confine our opinion to holding that Solantic has shown a *likelihood* of success on the merits, when it is altogether clear that Solantic *will* succeed on the merits of its First Amendment claims. We recognize that, ordinarily, "when an appeal is taken from the grant or denial of a preliminary injunction, the reviewing court will go no further into the merits than is necessary to decide the interlocutory appeal." *Callaway v. Block*, 763 F.2d 1283, 1287 n. 6 (11th Cir.1985). However, under certain circumstances, a judgment on the merits is appropriate.

10 In *Thornburgh v. American College of Obstetricians & Gynecologists*, 476 U.S. 747, 106 S.Ct. 2169, 90 L.Ed.2d 779 (1986), *overruled on other grounds by Planned Parenthood v. Casey*, 505 U.S. 833, 112 S.Ct. 2791, 120 L.Ed.2d 674 (1992), the Supreme Court held that the court of appeals had jurisdiction, on an appeal from the district court's denial of a preliminary injunction, to strike down as unconstitutional portions of a Pennsylvania abortion statute, and affirmed the judgment of the court of appeals on the merits. *See id.* at 755-57, 106 S.Ct. 2169. The Court observed that appeals courts' general approach of reviewing only the decision on whether to grant preliminary injunctive relief "is not inflexible," *id.* at 756, 106 S.Ct. 2169, reasoning: "That a court of appeals ordinarily will limit its review in a case of this kind to abuse of discretion is a rule of orderly judicial administration, not a limit on judicial power." *Id.* at 757, 106 S.Ct. 2169; *accord Callaway*, 763 F.2d at 1287 n. 6 ("[T]his rule is a rule of orderly judicial administration only. Section 1292(a)(1) of Title 28 of the United States Code,[18] which governs appeals of interlocutory orders denying/granting injunctions, *1273 grants the courts jurisdiction to reach the merits, at least where there are no relevant facts at issue and the matters to be decided are closely related to the interlocutory order being appealed."); 16 Charles Alan Wright, Arthur R. Miller & Edward H. Cooper, Federal Practice and Procedure § 3921.1, at 28 (2d ed. 1996) ("Jurisdiction of the interlocutory appeal is in large measure jurisdiction to deal with all aspects of the case that have been sufficiently illuminated to enable decision by the court of appeals without further trial court development.").
We have, on a number of occasions, reached the merits of cases before us on interlocutory appeal from the grant or denial of a preliminary injunction. In *Callaway v. Block*, for example, we affirmed the district court's denial of a preliminary injunction and disposed of the plaintiffs' statutory construction and due process claims on the merits, "since both sides' arguments go to the merits, no facts are at issue, and the questions raised are purely legal

ones." *Callaway,* 763 F.2d at 1287. We observed: "Reaching the merits in cases such as these obviously serves judicial economy, as long as the facts are not disputed and the parties have presented their arguments to the court." *Id.* at 1287 n. 6.

More recently, in *Burk v. Augusta-Richmond County,* 365 F.3d 1247 (11th Cir.2004), a panel of this Court proceeded to the merits of a case before us on interlocutory appeal from the district court's denial of a preliminary injunction, and struck down on First Amendment grounds the county's permitting requirement for public demonstrations. Reaching the merits was appropriate, we found, since the appeal presented pure questions of law, and since "our disposition dictates the outcome of the underlying claim." *Id.* at 1250; *see also, e.g., Clements Wire & Mfg. Co. v. NLRB,* 589 F.2d 894, 897-98 (5th Cir.1979)19 (finding it "apparent that appellee will not succeed on the merits of its action" and thus vacating the preliminary injunction and remanding "with instructions to the district court to enter a judgment consistent with this opinion"); *Siegel,* 234 F.3d at 1171 n. 4 (observing that the court has the authority to reach the merits on appeal from denial of preliminary injunction, but declining to do so, since the factual record was "largely incomplete and vigorously disputed"); *Mercury Motor Express, Inc. v. Brinke,* 475 F.2d 1086, 1091 (5th Cir.1973) (reviewing the district court's issuance of a stay order that was not independently appealable, reasoning: "Because this case is properly before the court as an appeal from the denial of an injunction under 28 U.S.C.A. § 1292(a)(1) ... our permissible scope of review extends to the stay order as well. A court of appeals normally will not consider the merits of a case before it on an interlocutory appeal except to the extent necessary to decide narrowly the matter which supplies appellate jurisdiction, but this rule is one of orderly judicial administration and not a limit on jurisdictional power. '[O]nce a case is lawfully before a court of appeals, it does not lack power to do what plainly ought to be done.' " (quoting 9 Moore's Federal Practice ¶ 110.25[1] (2d ed.1972))).20

*1274 As the Supreme Court has explained, appellate review on the merits is properly conducted "if a district court's ruling rests solely on a premise as to the applicable rule of law, and the facts are established or of no controlling relevance." *Thornburgh,* 476 U.S. at 757, 106 S.Ct. 2169. "A different situation is presented, of course, when there is no disagreement as to the law, but the probability of success on the merits depends on facts that are likely to emerge at trial." *Id.* at 757 n. 8, 106 S.Ct. 2169.

Because the case before us falls into the first category, reaching a decision on the merits is the wiser course. The facts of the case are simple and straightforward, and the record needs no expansion. The First Amendment questions-which are the only issues before us-are purely legal; indeed, Solantic's constitutional challenge to the sign code is facial rather than as applied, so that our resolution of the legal questions is only minimally intertwined with the facts. Moreover, the parties have fully briefed the legal issues and cogently presented them to both the district court and this Court.

In addition, resolving the legal questions finally will substantially further the interests of judicial economy. Determining, *de novo,* whether the district court correctly found Solantic unlikely to succeed on the merits requires us to address complex and purely legal First Amendment issues that the district court has already fully considered once. Accordingly, "there is no point in remanding the case" for the district court to go through the motions of deciding the merits of Solantic's First Amendment claims yet again, when our opinion compels the result to be reached. *Illinois Council,* 957 F.2d at 310.

We therefore hold that Solantic prevails on the merits of these First Amendment claims, since the exemptions from Neptune Beach's sign code render it an unconstitutional content-based scheme of speech regulation, and since the sign code's lack of any time limits for permitting decisions make it an unlawful prior restraint on speech. We underscore that we express no opinion on-and leave it to the district court to consider on remand-Solantic's requests for permanent injunctive relief and for a declaration that it is not liable for accrued fines.

REVERSED and REMANDED.

Parallel Citations

18 Fla. L. Weekly Fed. C 575

Footnotes

* Honorable Eugene E. Siler, Jr., United States Circuit Judge for the Sixth Circuit, sitting by designation.

1 References to the "sign code" are to Section 27, Article XV of the City of Neptune Beach Code of Ordinances.

2 Solantic also argued that the sign code violated analogous provisions of the Florida Constitution and raised a promissory estoppel claim, based on the City's grant of an electrical permit for Solantic's EVMC sign. These claims have been abandoned on appeal.

3 Preliminary injunctive relief may be granted if the moving party establishes: (1) a substantial likelihood of success on the merits of the underlying case; (2) that he will suffer irreparable harm unless an injunction issues; (3) that the harm he will suffer without an injunction outweighs the harm the injunction would cause the opposing party; and (4) that an injunction would not disserve the public interest. *See, e.g., Horton v. City of St. Augustine*, 272 F.3d 1318, 1326 (11th Cir.2001); *Johnson & Johnson Vision Care, Inc. v. 1-800 Contacts, Inc.*, 299 F.3d 1242, 1246-47 (11th Cir.2002).

4 The district court has substantial discretion in weighing the four relevant factors to determine whether preliminary injunctive relief is warranted. As we have explained previously:
This limited [abuse of discretion] review is necessitated because the grant or denial of a preliminary injunction is almost always based on an abbreviated set of facts, requiring a delicate balancing of the probabilities of ultimate success at final hearing with the consequences of immediate irreparable injury which could possibly flow from the denial of preliminary relief. Weighing these considerations is the responsibility of the district court.
Siegel, 234 F.3d at 1178 (quoting *Revette v. Int'l Ass'n of Bridge, Structural & Ornamental Iron Workers*, 740 F.2d 892, 893 (11th Cir.1984) (citation omitted)). However, the district court made no such calculus in this case.

5 This section provides:
(a) Except as otherwise provided in this article, no sign within the city shall be constructed, erected, operated, used, maintained, enlarged, illuminated, or substantially altered without first obtaining a permit as provided in this section.
(b) A separate application for a permit shall be made for each separate advertising sign or advertising structure, on a form furnished by the city manager.
(c) The application for a permit shall describe the size, shape, and nature of the proposed advertisement, advertising sign, or advertising structure, and its actual or proposed locations with sufficient accuracy to ensure its proper identification.
(d) The application for a permit shall be signed by the applicant or his authorized agent and by the property owner, if different than the property owner, or his authorized agent.
(e) For multiple occupancy complexes, individual occupants may apply for a sign permit, but they shall be issued in the name of the lot owner or agent, rather than in the name of the individual occupants. The lot owner, and not the city, shall be responsible for allocating allowable sign area to individual occupants.
§ 27-579.

6 Neptune Beach suggested for the first time at oral argument that § 27-580 may create an exemption only from the sign code's permitting requirement, not from its other regulations. This argument was never raised in the district court or in Neptune Beach's briefs to this Court, and therefore it is waived. *See, e.g., Chapman v. Al Transp.*, 229 F.3d 1012, 1044 (11th Cir.2000) ("It is axiomatic that an argument not raised before the trial court or on appeal has been waived."); *Marek v. Singletary*, 62 F.3d 1295, 1298 n. 2 (11th Cir.1995) ("Issues not clearly raised in the briefs are considered abandoned.").
But even if this argument were properly before us, we would reject it on the merits, since we find nothing ambiguous about the scope of the sign code's exemptions. Section 27-580 enumerates signs that "are exempt from these regulations." § 27-580. Although the sign code does not explicitly state that the exemption from "these regulations" extends to *all* sign code regulations, we see no other plausible way to read the ordinance. We can discern no principled basis for determining that the signs § 27-580 declares "exempt from these regulations" are exempt from some of the sign code's regulations but not others. For one thing, the very first provision of the sign code states that the code "exempts certain signs from these regulations." § 27-572. Section 27-580 then enumerates the exempt signs referenced in § 27-572. The language "these regulations" at the beginning of the sign code cannot be read as referring to anything other than *all* regulations that follow. Moreover, a subsequent provision of the sign code enumerates certain other categories of signs that are exempt from *the permit requirement only, see* § 27-583(b), reinforcing that § 27-580's more broadly worded exemption applies to the permit requirement *and* to the sign code's other regulations, including § 27-581's restrictions on form.
In addition, the fact that § 27-580 explicitly states that some of the exempt categories of signs *are* subject to some of § 27-581's regulations suggests that those exempt categories that are *not* explicitly subjected to these regulations are indeed exempt from them. For example, § 27-580(5) exempts "[i]ntegral decorative or architectural features of buildings, provided that such features do not contain ... moving parts or lights." Moving parts and lights are generally prohibited by §§ 27-581(4) and (6), respectively. Similarly, § 27-580(11) exempts merchandise displays in storefront windows, "so long as no part of the display moves or contains flashing lights." Were these enumerated categories of signs exempt only from the sign code's permit requirement, including these explicit applications of other sign code regulations would be wholly unnecessary.
Our practice is to "uphold a state statute against a facial challenge if the statute is readily susceptible to a narrowing construction that avoids constitutional infirmities. We 'will not, however, rewrite the clear terms of a statute in order to reject a facial challenge,' and, as a federal court, 'we must be particularly reluctant to rewrite the terms of a state statute.' " *Fla. Right to Life, Inc. v. Lamar*, 273

F.3d 1318, 1326 (11th Cir.2001) (quoting *Dimmitt v. City of Clearwater*, 985 F.2d 1565, 1572 (11th Cir.1993)) (citation and footnote omitted). Because any narrowed reading of the sign code's exemptions would require us to rewrite its basic terms by inserting our own limiting language into § 27-580, the sign code is not susceptible to a narrowing construction.

Finally, even if the City were correct that § 27-580's exemptions are from the permit requirement only, the sign code would still present exactly the same constitutional problem. Content-based exemptions from a permitting requirement raise serious questions of constitutionality that remain at the heart of this case. Reading the exemptions as applicable only to the sign code's permit requirement would render them no less content based than if they applied to all of the sign code's regulations. The problem is with the *character of the enumerated categories*, not with the scope of the exemption. Thus, if we find that the exemptions are content based and fail strict scrutiny, the sign code would be unconstitutional regardless of whether the exemptions are from all of its regulations or from the permit requirement only. The only type of narrowing construction that will save a statute from a constitutional challenge is one "that avoids constitutional infirmities," *id.*-something that Neptune Beach's reading, even if correct, does not do.

7 This section provides: "The following temporary signs are permitted without a sign permit, provided that the sign conforms to the requirements set forth below ...." § 27-583(b). The "requirements" referenced include limitations on size and display time, among other things. *See id.*

8 The City also cites *Ward v. Rock Against Racism*, 491 U.S. 781, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989), in which the Supreme Court took a somewhat different approach to evaluating content neutrality, explaining:

The principal inquiry in determining content neutrality, in speech cases generally and in time, place, or manner cases in particular, is whether the government has adopted a regulation of speech because of disagreement with the message it conveys. The government's purpose is the controlling consideration. A regulation that serves purposes unrelated to the content of expression is deemed neutral, even if it has an incidental effect on some speakers or messages but not others. Government regulation of expressive activity is content neutral so long as it is "*justified* without reference to the content of the regulated speech."

Id. at 791, 109 S.Ct. 2746 (citations omitted) (quoting *Clark v. Cmty. for Creative Non-Violence*, 468 U.S. 288, 293, 104 S.Ct. 3065, 82 L.Ed.2d 221 (1984)).

However, more recently, the Court has receded from this formulation, returning to its focus on the law's own terms, rather than its justification, in *City of Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410, 113 S.Ct. 1505, 123 L.Ed.2d 99 (1993). In *Discovery Network*, the Court held that a city ordinance banning news racks containing commercial handbills but allowing news racks containing noncommercial newspapers was an unconstitutional content-based restriction on speech. The city contended that its interests in safety and aesthetics (its proffered justifications for the ordinance) served an interest unrelated to the content of the prohibited publications, rendering the ordinance content neutral. The Court, however, found this argument "unpersuasive because the very basis for the regulation is the difference in content between ordinary newspapers and commercial speech. True, there is no evidence that the city has acted with animus toward the ideas contained in respondents' publications, but just last Term we expressly rejected the argument that 'discriminatory ... treatment is suspect under the First Amendment only when the legislature intends to suppress certain ideas.' " *Id.* at 429, 113 S.Ct. 1505 (quoting *Simon & Schuster, Inc. v. Members of the N.Y. State Crime Victims Bd.*, 502 U.S. 105, 117, 112 S.Ct. 501, 116 L.Ed.2d 476 (1991)). Accordingly, the Court held: "Under the city's newsrack policy, whether any particular newsrack falls within the ban is determined by the content of the publication resting inside that newsrack. Thus, by any commonsense understanding of the term, the ban in this case is 'content based.' " *Id.*

9 In *City of Ladue v. Gilleo*, 512 U.S. 43, 114 S.Ct. 2038, 129 L.Ed.2d 36 (1994), the Supreme Court "identif[ied] two analytically distinct grounds for challenging the constitutionality of a municipal ordinance regulating the display of signs. One is that the measure in effect restricts too little speech because its exemptions discriminate on the basis of the signs' messages." *Id.* at 50-51, 114 S.Ct. 2038 (citing the *Metromedia* plurality opinion). "Alternatively, such provisions are subject to attack on the ground that they simply prohibit too much protected speech." *Id.* at 51, 114 S.Ct. 2038 (citing the *Metromedia* concurring opinion).

Ladue involved a challenge to a ban on all residential signs other than those falling within one of ten enumerated exemptions, brought by a homeowner seeking to display in her window a sign reading, "Say No to War in the Persian Gulf, Call Congress Now." Instead of looking first to whether the sign ordinance's exemptions were content based, the Court employed the following approach:

[W]e first ask whether Ladue may properly *prohibit* Gilleo from displaying her sign, and then, only if necessary, consider the separate question whether it was improper for the City simultaneously to *permit* certain other signs. In examining the propriety of Ladue's near-total prohibition of residential signs, we will assume, *arguendo*, the validity of the City's submission that the various exemptions are free of impermissible content or viewpoint discrimination.

Id. at 53, 114 S.Ct. 2038. The Court concluded that the city could not constitutionally prohibit the display of Gilleo's sign, reasoning that yard and window signs are "a venerable means of communication," *id.* at 54, 114 S.Ct. 2038, and "may have no practical substitute," *id.* 57, 114 S.Ct. 2038. The Court thereby avoided reaching the question of the constitutionality of the ordinance's exemptions.

Here, we cannot avoid the second question. Neptune Beach has not sought to prohibit Solantic's sign, but rather to subject it to a variety of regulations. We have no doubt that a city may permissibly impose permitting requirements, form restrictions, and other limitations on signs. Thus, we cannot avoid proceeding to the next inquiry-that is, whether subjecting some signs but not others to

these regulations amounts to impermissible content discrimination. We must, therefore, look beyond *Ladue* to the Court's approach in *Metromedia* and our opinion in *Dimmitt*.

10 From the fractured decision in *Metromedia*-which contained a total of five separate opinions-there emerges no controlling opinion as to the ordinance's regulation of noncommercial speech, and no subsequent majority of the Supreme Court has ever explicitly adopted or rejected the reasoning of any of the *Metromedia* opinions. The Supreme Court has explained that "[w]hen a fragmented Court decides a case and no single rationale explaining the result enjoys the assent of five Justices, 'the holding of the Court may be viewed as that position taken by those Members who concurred in the judgment on the narrowest grounds.' " *Marks v. United States*, 430 U.S. 188, 193, 97 S.Ct. 990, 993, 51 L.Ed.2d 260 (1977) (quoting *Gregg v. Georgia*, 428 U.S. 153, 169 n. 15, 96 S.Ct. 2909, 2923 n. 15, 49 L.Ed.2d 859 (1976) (opinion of Stewart, Powell, and Stevens, JJ.)). However, "[t]he Supreme Court has not compelled us to find a 'holding' on each issue in each of its decisions. On the contrary, the Court has indicated that there may be situations where even the *Marks* inquiry does not yield any rule to be treated as binding in future cases." *Johnson v. Bd. of Regents of Univ. of Ga.*, 263 F.3d 1234, 1248 n. 12 (11th Cir.2001) (citing *Nichols v. United States*, 511 U.S. 738, 114 S.Ct. 1921, 128 L.Ed.2d 745 (1994)). *Metromedia* presents just such a case.
Indeed, at least two of our sister Circuits have applied *Marks* analysis to *Metromedia* 's noncommercial-speech holding and have found no controlling opinion. *See Rappa v. New Castle County*, 18 F.3d 1043, 1056-61 (3d Cir.1994); *Discovery Network, Inc. v. City of Cincinnati*, 946 F.2d 464, 470 n. 9 (6th Cir.1991). As the Third Circuit explained, "the plurality and the concurrence took such markedly different approaches to the San Diego ordinance that there is no common denominator between them." *Rappa v. New Castle County*, 18 F.3d 1043, 1058 (3d Cir.1994) (concluding that *Metromedia* was not controlling in the case before it). Whereas the plurality concluded that the ordinance's exemptions rendered it a content-based speech restriction, the concurrence, in contrast, "did not think that the relevant issue was the constitutional effect of the exceptions to the general prohibition," but rather "viewed the San Diego ordinance as a total ban on billboards because it believed that the ordinance would have the *practical effect* of eliminating the billboard industry in San Diego and thereby would eliminate billboards as an effective medium of communication." *Rappa*, 18 F.3d at 1058. Because of these sharp differences, neither opinion has any controlling precedential force.

11 We note that the *Dimmitt*/*Metromedia*-plurality approach is consistent with the prevailing approach among other Circuits. *See, e.g., Nat'l Adver. Co. v. Town of Niagara*, 942 F.2d 145, 147 (2d Cir.1991) (observing that the Second Circuit "has adopted the plurality decision in *Metromedia* concerning billboard regulation"); *Nat'l Adver. Co. v. Town of Babylon*, 900 F.2d 551 (2d Cir.1990) (holding that an ordinance exempting certain signs from a general sign ban was an unconstitutional content-based restriction on speech); *Gilleo v. City of Ladue*, 986 F.2d 1180 (8th Cir.1993), *aff'd on other grounds*, 512 U.S. 43, 114 S.Ct. 2038, 129 L.Ed.2d 36 (1994) (same); *Matthews v. Town of Needham*, 764 F.2d 58, 60 (1st Cir.1985) (same).
Indeed, in *Dimmitt*, we cited with approval the Ninth Circuit's decision in *National Advertising Co. v. City of Orange*, 861 F.2d 246 (9th Cir.1988), which adopted the *Metromedia* plurality approach. *See Dimmitt*, 985 F.2d at 1570. *City of Orange* involved a ban on signs, with a series of enumerated exemptions. The court concluded that "[b]ecause the exceptions to the restriction ... are based on content, the restriction itself is based on content." *Id.* at 249. Although the city's proffered interests in aesthetics and traffic safety were substantial, they were not sufficient to justify the content-based ban, and thus the court struck it down. Subsequently, in *Desert Outdoor Advertising, Inc. v. City of Moreno Valley*, 103 F.3d 814 (9th Cir.1996), the Ninth Circuit used the reasoning of *City of Orange* and the *Metromedia* plurality to strike down a statute exempting certain categories of billboards from a permitting requirement. The court explained: "Because the exemptions [for official notices and directional or informational signs, among other things] require City officials to examine the content of ... signs to determine whether the exemption applies, the City's regulation ... is content-based." *Id.* at 820.
Only the Third Circuit has taken a different approach. In *Rappa v. New Castle County*, 18 F.3d 1043, 1056-61 (3d Cir.1994), the court addressed an ordinance generally prohibiting placement of signs within a certain distance of a highway, but exempting designated types of signs from this restriction. Drawing on Justice Brennan's concurrence in *Metromedia*, the court adopted a "context-sensitive" test for evaluating the constitutionality of content-based exemptions from sign regulations. *Id.* at 1064. The test provided that "when there is a significant relationship between the content of particular speech and a specific location, the state can exempt speech having that content from a general ban so long as the exemption is substantially related to serving an interest that is at least as important as that served by the ban." *Id.* at 1066. We have found no cases applying the *Rappa* approach, and we are uncertain how it would work in practice. At all events, we are guided by our own precedent in *Dimmitt*.

12 *Dimmitt* is much more closely on point than our prior decision in *Messer v. City of Douglasville*, 975 F.2d 1505 (1992), in which a panel of this Court held that an ordinance exempting certain signs from a city permit requirement was *not* content based. The ordinance in *Messer* exempted "from permitting requirements and/or permit fees" the following signs: (1) one wall sign per building, attached to the side of the building, announcing the business; (2) one real estate "for sale" sign per property; (3) one bulletin board located on religious, public, charitable or educational premises; (4) one construction identification sign; (5) directional traffic signs containing no advertisements. *Id.* at 1511.
The *Messer* Court acknowledged that *Metromedia* and the Ninth Circuit's decision in *City of Orange* had invalidated ordinances exempting certain types of signs from a general ban on signs as unconstitutional content-based restrictions on speech. However, *Messer* distinguished the Douglasville ordinance on two bases. First, it stated that a permitting requirement was different from a ban

in that it was simply a time, place, and manner regulation, reasoning that since "Messer has not challenged the *permit process* as an unconstitutional restriction on speech," "the Douglasville sign ordinance stands on a different footing from the complete bans on speech in San Diego and the City of Orange." *Id.* at 1513. Second, the *Messer* Court observed that Douglasville's "exemptions are much more limited than those in the San Diego or City of Orange ordinances," and contained "no specific exemptions for political, historical, religious, or special event signs." *Id.*

Solantic's case is much more closely analogous to *Dimmitt* than to *Messer*, and indeed is distinguishable by *Messer*'s own terms. For one thing, Solantic *has* challenged the sign code's permit process as an unconstitutional restraint on speech. Moreover, unlike in *Messer*, at issue here is not just a permit requirement, but a whole array of restrictions on the form that nonexempt signs may take. Exempt signs can convey their message in virtually any manner-for example, using flashing lights, moving parts, or any of the other features generally prohibited by § 27-581-as long as they "are not placed or constructed so as to create a hazard of any kind." § 27-580. Nonexempt signs, in contrast, are subject not only to the permit requirement, but also to all of the limitations enumerated in § 27-581. Thus, the regulations embodied in Neptune Beach's sign code reach substantially farther than those in the Douglasville ordinance.

The Douglasville ordinance is further distinguishable because the exemptions from the Neptune Beach sign code are much more numerous and extensive than Douglasville's. In this regard, the content-based exemptions in this case are more analogous to those in the San Diego and City of Orange ordinances the *Messer* Court distinguished from Douglasville's. Section 27-580, for example, contains seventeen categories of exemptions, and § 27-583(b) contains another six, whereas Douglasville's ordinance contained a total of five narrow exceptions. In short, *Dimmitt* is much more closely on point than *Messer*.

13 The fact that these content-based provisions take the form not of regulations but of *exemptions* from regulations is immaterial. As the First Circuit has explained, "when a city's goal is to reward one type of speech, the necessary effect is that all other types of speech are penalized. A finding that the motive was to promote, rather than to penalize, a certain type of speech does not alter this fact." *Ackerley Communications of Mass., Inc. v. City of Somerville*, 878 F.2d 513, 521 (1st Cir.1989). For our purposes today, whether these content-based restrictions are cast as regulations or exemptions is simply a matter of semantics.

14 *Cf. Linmark Assocs., Inc. v. Twp. of Willingboro*, 431 U.S. 85, 94, 97 S.Ct. 1614, 52 L.Ed.2d 155 (1977) (striking down as unconstitutional an ordinance seeking to prevent the flight of white homeowners from racially integrated communities by prohibiting the posting of "For Sale" or "Sold" signs on property, reasoning that the ordinance "proscribed particular types of signs based on their content," without a compelling reason for doing so); *Mosley*, 408 U.S. at 94-95, 92 S.Ct. 2286 (striking down on equal protection grounds-which were "closely intertwined with First Amendment interests"-an ordinance exempting peaceful labor picketing from a general prohibition on picketing near schools, observing that "[t]he central problem with Chicago's ordinance is that it describes permissible picketing in terms of its subject matter," and that "[t]he operative distinction is the message on a picket sign"); *Carey v. Brown*, 447 U.S. 455, 460-62, 100 S.Ct. 2286, 65 L.Ed.2d 263 (1980) (striking down, on equal protection grounds, a prohibition on picketing that exempted peaceful picketing of a place of employment involved in a labor dispute, since it discriminated "based upon the content of the demonstrator's communication," by according "preferential treatment to the expression of views on one particular subject").

15 Solantic also argues that the sign code is an impermissible regulation of commercial speech under the *Central Hudson* test, which lays out a framework for evaluating the constitutionality of restrictions on commercial speech. Commercial speech that is not misleading and does not advocate illegal activity may be regulated if the regulation directly advances a substantial governmental interest and reaches no further than necessary to accomplish that goal. *Cent. Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n of N.Y.*, 447 U.S. 557, 564, 100 S.Ct. 2343, 65 L.Ed.2d 341 (1980). Because the sign code does not regulate commercial speech as such, but rather applies without distinction to signs bearing commercial and noncommercial messages, the *Central Hudson* test has no application here.

16 "Severability of a local ordinance is a question of state law...." *City of Lakewood v. Plain Dealer Pub'g Co.*, 486 U.S. 750, 772, 108 S.Ct. 2138, 100 L.Ed.2d 771 (1988); *see also Coral Springs Street Sys., Inc. v. City of Sunrise*, 371 F.3d 1320, 1347 (11th Cir.2004). As we have previously explained:

Florida law clearly favors (where possible) severance of the invalid portions of a law from the valid ones. According to the Florida Supreme Court, "[s]everability is a judicial doctrine recognizing the obligation of the judiciary to uphold the constitutionality of legislative enactments where it is possible to strike only the unconstitutional portions." *Ray v. Mortham*, 742 So.2d 1276, 1280 (Fla.1999) (citing *State v. Calhoun County*, 126 Fla. 376, 383, 127 Fla. 304, 170 So. 883 (1936)). The doctrine of severability is "derived from the respect of the judiciary for the separation of powers, and is 'designed to show great deference to the legislative prerogative to enact laws.' " *Id.* (quoting *Schmitt v. State*, 590 So.2d 404, 415 (Fla.1991)).

Coral Springs, 371 F.3d at 1347.

The Florida Supreme Court has articulated the following test for severability:

When a part of a statute is declared unconstitutional the remainder of the act will be permitted to stand provided: (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid

provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the Legislature would have passed the one without the other and, (4) an act complete in itself remains after the invalid provisions are stricken.
Id. at 1348 (quoting *Smith v. Dep't of Ins.*, 507 So.2d 1080, 1089 (Fla.1987)).
Applying this test, we find that the exemptions contained in §§ 27-580 and 27-583(b) are not severable from the remainder of the sign code. These provisions *can* be separated, since they are discrete sections of the statute, satisfying the first prong of Florida's severability test. Additionally, the stated legislative purpose of improving traffic safety and aesthetics can still be accomplished without the exemptions, satisfying the second prong.
The problem lies with the third prong. It is not clear that the legislature would have enacted the sign code, complete with its permit requirement and restrictions on form, even without the exemptions. The legislature might have preferred not to impose these regulations on any signs if doing so meant that all signs would be subjected to these rules. For example, we cannot say with any certainty that the legislature would have chosen to adopt a potentially time-consuming permitting process if even signs displayed only on a short-term basis-such as those advertising festivals, sporting events, and religious functions, among other things, which are exempt under § 27-583(b)(5)-were required to comply, since would-be advertisers might be unable to obtain permits in time for their events. Similarly, we are not persuaded that the legislature would have chosen to ban signs using the words "stop," "look," and "danger," *see* § 27-581(13), if this rule applied even to governmental signs, which are exempt under § 27-580(4). Because the general regulations and the exemptions are not "so inseparable in substance that it can be said that the Legislature would have passed the one without the other," *Coral Springs*, 371 F.3d at 1348, invalidating the scheme of exemptions requires us to invalidate the sign code in its entirety.

17 In *FW/PBS*, the Court applied *Freedman*'s time-limit requirement to an ordinance regulating adult businesses through a scheme of zoning, licensing, and inspections. A majority held that the ordinance violated the First Amendment because it failed to impose strict administrative time limits and to provide for prompt judicial review, as required by *Freedman*. *See FW/PBS*, 493 U.S. at 227-28, 110 S.Ct. 596 (plurality opinion); *id.* at 238, 110 S.Ct. 596 (Brennan, J., concurring in the judgment). However, Justice O'Connor, writing for herself and two other Justices, found that only two of *Freedman*'s protections-strict administrative time limits and prompt judicial review-applied to the licensing scheme. *Id.* at 228, 110 S.Ct. 596 (plurality opinion). Justice Brennan, writing for himself and two other Justices, would have applied all three of *Freedman*'s safeguards, including the requirement that "the would-be censor ... bear both the burden of going to court and the burden of proof in court." *Id.* at 239, 110 S.Ct. 596 (Brennan, J., concurring in the judgment).

18 28 U.S.C. § 1292(a) states, in pertinent part, that "courts of appeals shall have jurisdiction of appeals from: (1) Interlocutory orders of the district courts ... granting, continuing, modifying, refusing, or dissolving injunctions."

19 The Eleventh Circuit has adopted as precedent the decisions of the former Fifth Circuit rendered prior to October 1, 1981. *Bonner v. City of Prichard*, 661 F.2d 1206, 1209 (11th Cir.1981).

20 Numerous other Circuits have also recognized the appropriateness, in limited circumstances, of reaching the merits of a case before the court on interlocutory appeal from the grant or denial of a preliminary injunction. *See, e.g., Hurwitz v. Directors Guild of Am., Inc.*, 364 F.2d 67, 69-70 (2d Cir.1966) (reversing denial of preliminary injunction and directing entry of judgment for plaintiffs on the merits, reasoning that doing so "serve[d] the obvious interest of economy of litigation" and was appropriate since the case "contain[ed] no triable issue of fact"); *Amandola v. Town of Babylon*, 251 F.3d 339, 343-44 (2d Cir.2001) (reversing denial of preliminary injunction and striking down permitting requirement for use of town facilities on First Amendment grounds); *United Parcel Serv., Inc. v. United States Postal Serv.*, 615 F.2d 102, 106-07 (3d Cir.1980) (reaching the merits because the case involved "a pure question of law," the legal question was "intimately related to the merits of the grant of preliminary injunctive relief," and the legal issue would not "be seen in any different light after final hearing than before"); *Doe v. Sundquist*, 106 F.3d 702, 707-08 (6th Cir.1997) (finding that reaching the merits was "in the interest of judicial economy," since "the legal issues have been briefed and the factual record does not need expansion"); *Illinois Council on Long Term Care v. Bradley*, 957 F.2d 305, 310 (7th Cir.1992) ("Since plaintiffs cannot win on the merits, there is no point in remanding the case for further proceedings. Therefore we affirm the district court's judgment and remand with instructions to dismiss the case on the merits."); *Campaign for Family Farms v. Glickman*, 200 F.3d 1180, 1185-87 (8th Cir.2000) (reaching the merits because "we are faced with a purely legal issue on a fixed administrative record").

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Exhibit D

Minutes

December 11, 2008	Planning Board discussion item
December 2, 2009	Planning Board discussion item
January 14, 2010	Planning Board
March 16, 2010	City Commission
May 18, 2010	City Commission discussion item
June 10, 2010	Planning Board
August 12, 2010	Planning Board discussion item
August 23, 2010	Planning Board workshop
September 28, 2010	Planning Board workshop (not available yet)

in order not to miss anything, though there were other references to the DRB that would be eliminated as they arose.

Some discussion ensued about notifying property owners by certified mail. In response to a question from Mrs. Press on the need for certified mail, Mr. Spraker said there was little extra cost to the city, but there were three forms of notification and regular mail would suffice if that was the board's preference. City Attorney Hayes noted that an amendment would be needed to change the language from certified mail, as it currently read, to regular mail. He recommended voting on the staff recommended changes first, then voting on an amendment to remove the requirement for notification by certified mail.

Ms. Behnke moved to approve the changes as recommended by staff. Mr. Jorczak seconded her motion and it was approved by unanimous vote.

The amendment removing the requirement for notification by certified mail, requiring notification by regular post instead, was proposed by Ms. Behnke and seconded by Mrs. Press. It, too, was approved by unanimous vote.

VIII. OTHER BUSINESS

A. Electronic Sign Workshop & Presentation by Kenco Signs

Mr. Raymond Webb, 1539 Garden Avenue, Holly Hill, said he had set up a demonstration on LED signs outside the chambers for the benefit of the board members. The demonstration was being provided by Watchfire, a leading manufacturer of LEDs from Danville, Illinois and a representative was present to answer questions, he said. He added that he did not think the board members would find the illumination at all overwhelming. Some letters of reference were also available from business owners describing the effects on their businesses from changing to LED signs. The representative from Watchfire also had some information from different government agencies that had initially had some concerns, including how those concerns had been resolved. Mr. Webb said that changeable copy signs had pretty much gone the way of the stone age as LED signs allowed the messages to be changed at will – anywhere from every 5 seconds, to every 3 minutes, to once per day or week. He said there were countless letters from business owners to the major manufacturers of LED signs saying the signs were the best investments they had ever made. Currently, he said, many businesses and restaurants in town were failing and the signs could help them to continue to do business in today's tough market. He presented some case studies showing the difference in sales after changing to an LED sign. In every study, business went up 20 to 30 percent.

Regarding safety issues, Mr. Webb said that the AAA Foundation for Traffic Safety had found that distraction was a problem for drivers of all ages and both sexes. Specific sources of distraction varied considerably, but roadside ad signs were not considered a significant distraction. He noted that the Small Business Administration currently was loaning money to government agencies for LEDs to put on roadways. According to the SBA, several states had conducted studies on the safety of LEDs and none had found any evidence of accidents from

signage. A leading insurance company surveyed had also reported no incidents or lawsuits related to LED signs. He suggested that the members take a break for a few minutes so they could move to the courtyard for a demonstration of the signs. City Attorney Hayes asked that members not to speak until they had returned to the board room and begun taping again. Mr. Thomas moved to adjourn for a four minute break.

Mr. Thomas called the meeting back to order at 7:35 pm.

Mr. Webb pointed out the different options available, using the sign for Destination Daytona (similar to what the board members had seen outside) and the one at The Trails as another, simpler, used with limited movement and no blinking. Ms. Sara Vandagriff, representing The Trails Shopping Center, said that only two colors were allowed and that the sign could not roll or move, blink, or scroll. Mr. Webb said the technology had changed considerably since Mr. Jaffe had purchased the sign for The Trails. Mrs. Press said she had been on the board at the time that sign had been approved and the restrictions proposed. In response to Chair Thomas, Mr. Webb said the most common configurations were 4x8', 4x10', 5x8', or 5x10' and the signs became more expensive as the size increased. He said the illumination for the signs had to be greater in the daytime and automatically decreased at night.

Mr. Jorczak asked if other cities had established standards. The representative from Watchfire responded that they had not. Mr. Thomas asked who was responsible for deciding the appropriate brightness for a sign. She replied that if the sign was too bright, it was illegible – it did no good to have the lighting higher than 1000 to 1500 nits as it detracted from a sign's legibility. In any case, sign companies worked with their customers to adjust the lighting.

Ms. Behnke said she thought it would be good if the signs were closely regulated; she thought they could easily become garish. She liked the signs on high poles as she did not believe they were as distracting. She felt it was important to establish standards with which the residents of Ormond Beach would be alright. Mr. Jorczak thought particular consideration would need to be given to the size of signs, their locations, and how much motion would be allowed. He, too, thought it was important to establish some parameters. Mr. Webb suggested restricting print to 30 percent or less of the sign's area. Mr. Jorczak asked about limitations that could be applied to movement. The representative from Watchfire replied that a 2 to 3-second hold time took away the ability for movement. She added that resolution was more important than color. In answer to Mr. Jorczak and Mr. Thomas, Mr. Webb said the size of an allowable sign could be correlated to the size of the business and be required to match the design of the site. As for color, he said most people would only be able to afford red, noting that multi-colored signs were very expensive.

Mrs. Press observed that of all the discussions that she had been part of on the Planning Board and in the City, the one that had provoked the greatest interest was signage. The topic often sent residents up in arms, she said, and she was one of the people affected that way. She said the difficulty in coming up with a sign ordinance was that one size did not fit all. She did not feel the citizens of Ormond Beach would appreciate flashing signs and movement like what she board members had seen in the parking lot, but she did think there would be places signs might be appropriate. For instance, she did not like the plastic Walgreens sign and thought something else might look better there. She thanked Mr. Webb for educating the board members a bit on LEDs.

Ms. Behnke said that she disliked the delivery trucks with the rolling signs as she found them distracting, but was in favor of looking at LEDs. Mr. Jorczak said he was not against LED signs, but felt controls were needed. He said he did not find anything objectionable in the sign at The Trails. Mr. Webb said he could obtain any studies the Board was interested in and whatever ordinances there were – for instance, he knew Chicago required a 5-second hold to prevent scrolling.

Mr. Thomas asked about Mr. Webb's earlier reference to free speech. City Attorney Hayes replied that governments could impose regulations such as time restrictions, setbacks, brightness, etc., but could not regulate content. Typically, cities did not regulate content, though there was a little more latitude with commercial than non-commercial. Mr. Hayes emphasized that obscenity would still be regulated by the City, however. He noted that these signs would not allow any more than signs already permitted by Ormond Beach. Something that would not be allowed on a static sign would not be allowed on a message center.

Ms. Behnke pointed out as something to consider was that the current signs were immovable, expensive, and hard to replace. Mr. Webb said it was also possible to regulate who would be allowed to use a sign; for instance, if a Bike Week vendor was set up on the premises of a business with a sign, it could be used to advertise for the vendor, but a vendor across the street could be barred from using the sign. Mr. Hayes concurred that the sign use could be required to be associated with the principal use of the property. Mr. Thomas said he was very interested in the signs as the older he got the harder it was to see and find places. He said he could see the benefits of LED signs, though he could also see problems with flashing. He disagreed with Mrs. Press that the City would never accept LED signs, saying that times change. He said he would like to continue to research the LED signs for Ormond Beach and that he was open to hearing more. He told Mr. Webb that he appreciated his and the representative from Watchfire coming to talk with the board. Mr. Webb said he would be happy to help at a workshop or meeting, if needed.

Mr. Jorczak said he would like to take things one step further and have staff start acquiring data to try to establish standards. He felt there was enough interest to start exploring further. Ms. Behnke, Mr. Wigley, and Mr. Thomas agreed. Ms. Press had no comment. Mr. Goss said he would bring a draft code with options for the Planning Board.

On another matter, Mr. Jorczak asked about the regulations and oversight for laser light displays. Mr. Hayes thought perhaps that fell under FAA regulations. As lasers were used for a variety of purposes other than display, he was unsure how they could be regulated by the City.

B. Form Based Code Workshop

Stating that the subject had been discussed a bit at the last meeting, Mr. Goss began a PowerPoint presentation on form based codes. He explained that with form based codes, design was more important than use. Typically, in Ormond Beach, it was use that the City regulated. The purpose of form based codes was to meet the street need and the block need. Staff wanted to be able to present a template so everyone would know what the street should look like and how

things would interrelate with each other at the street level. Form based codes would clearly spell out controls for the building form, serving as a regulating plan almost like a zoning map, but with build-to lines. The codes would move away from style and toward design, laying out parameters but not referring to any particular style. The streetscape would be examined, looking at walkability, primary and minor streets, urban design standards, and how the building was situated on the lot.

Mr. Goss said form based codes were different than anything that had been done in Ormond Beach before. Typically they were used in downtown infill areas and redevelopment areas for which the community had a specific vision. Ormond Beach did have such a vision in this case, as well as the resources to bring it about, Mr. Goss stated, presenting some pictures envisioning the downtown redevelopment. He went on to say that the City's current codes would not permit this vision to be fulfilled. Form based codes were for livable cities and looked at the context of a site not the site itself, scale not use, and form rather than style, allowing the free market to dictate design.

Offering a regulating plan staff had put together, Mr. Goss said there were several districts: river, ocean, and creek, that called for 3 to 5-story mixed use buildings along the street for a walkable downtown area. The purpose of this was to give ideas, Mr. Goss said, not to lay out the downtown now. The plan would have display windows and shops at the ground floor with offices or residential above.

Form based codes were adopted expressly for a district, and in order to work properly, probably should be mandatory, Mr. Goss said. The City might be able to provide assistance in helping property owners meet the code. Correctly done, the process should be faster, more predictable for developers, and could be administratively approved. Such codes had been used by counties, such as Indian River, as well as cities. Form based codes had been used in Sarasota, Madiera Beach, Arlington, Columbia, and were now being considered by Miami. Mr. Goss said he would get a list of communities within driving district in which such codes had been applied.

Mr. Thomas asked if it was Mr. Goss's opinion that the adoption of form based codes would encourage development of the Downtown. Mr. Goss replied that he had not been in Ormond Beach long enough to understand everything about the area, but based on his past experience, it had worked well in other downtowns.

Mrs. Press questioned whether commercial below with residences above would really work, stating that she had owned a storefront business with tenants above and she could not wait to get out of that business to move to a free-standing site. She said she did not know why anyone would want to live on Granada Boulevard above a store. Mr. Goss expressed some confusion, saying this was the vision adopted by the City Commission. Mrs. Press said this was not what she thought they were agreeing upon. Mr. Goss pointed out that the City had been employing conventional zoning for years without success. He questioned why the Board would think the next 10 years would be any different than the previous decades. Mr. Thomas concurred, stating that he had been in Ormond Beach for 35 years and had not seen much change from Granada to US 1 in that time. Mr. Goss said he thought the members needed to be bold and set a new course of action, providing some leadership for the business community. Assuming the vision was

correct, Mr. Goss said he thought form based codes were the best shot for bringing the desired changes to Ormond Beach.

Mrs. Press said she could see the desirability of having apartments that overlooked the river within walking distance to the beach, but said in many walkable cities there were jobs such as with hospitals, etc., downtown that people wanted to be able to walk to, but she did not see that in Ormond Beach. She pointed out that there was nothing like Microsoft or a similar industry to employ people downtown. Mr. Goss responded that laying out the framework for that type of downtown could enable it to occur. He pointed out that just with the few changes that had already been made, there were already more restaurants downtown, stating that it was tough to even get a seat at Caffeine's on Thursday and Friday nights. Mr. Thomas observed that there were parks, historical buildings, the river, and the ocean all within walking distance and said he thought it was time to start thinking outside the box. He felt that Ormond's downtown had been having an identity crisis. Related to a question from one of the board members, Mr. Goss added that there was plenty of parking for a walkable downtown and that zoning should not keep businesses from establishing downtown due to parking so long as they were within the pedestrian shed (acceptable walking distance).

Mr. Jorczak asked if Winter Park had adopted form based codes. Mr. Goss was not sure. He said most districts using form based codes had one elongated corridor with a block included to either side, perhaps New Britain and Tomoka, in this case. West of US 1 was primarily suburban. Staff was in the process of documenting every block of the redevelopment district to come up with a building form layout. Mr. Goss said they hoped to be done by the end of the month. Mr. Goss emphasized that now, while the economy was slow, was the time to undertake changing the codes to put in place something more in line with the City's vision.

In response to Mrs. Press, who was not sure that people would be willing to walk, and that the downtown could be transformed as Mr. Goss suggested, Mr. Goss offered St. Petersburg and Sarasota as examples of other places where people had said the same.

Mr. Thomas said he was glad to see the proposed changes as he found the idea that downtown could change exciting. Mr. Goss said he hoped to have something by Spring to take through Ormond MainStreet to develop a model. Mr. Jorczak was also very interested in the concepts discussed. In response to Mr. Jorczak, Mr. Goss said currently about 50 percent of the property from the river to US 1 was under-utilized or vacant. Mr. Thomas asked if Hull's Seafood had been part of TIF [Tax Increment Financing] funding. Mr. Goss replied that it had. Mr. Thomas said it looked very nice.

Mr. Bill Partington, 1284 Fernway Drive and a downtown property owner, said the City was very fortunate to have Mr. Goss's knowledge of, and expertise in, downtown redevelopment. He observed that though not much had changed in Ormond Beach over the last 35 years, he felt citizens were buying into the idea that there might be the potential to do something now. He felt that Mr. Goss was very capable of guiding the City through these changes. He noted that there were many successful examples of such redevelopment and said that although form based codes were considered new, there were places in Florida that had been redeveloped similarly to what was planned for Ormond Beach since the 1980s, thus there was plenty of data available. He said

he was convinced that form based codes were the right way to go, as Mr. Goss had recommended.

Mr. James Staros, 805 Candlewood Circle, stated that although he was a member of Ormond MainStreet, he was addressing the board just as a citizen. He felt that New Britain should be looked at as a pedestrian area as well, perhaps including walkways between New Britain and Granada. He envisioned a European feel with balconies along New Britain. He thought it was possible to create something unique that would draw people to Ormond Beach. He hoped to see some flexibility from the City for projects that might come up such as a mixed use hotel, perhaps, or some other mixed use project. Mr. Thomas thanked him for his input.

Ms. Maggie Sacks, 215 Ormwood Drive, director of Ormond MainStreet, said that since Mr. Goss had come on board he had done much to help MainStreet to bring about its vision for Downtown. She said MainStreet was really behind Mr. Goss's recommendations for form based codes. From a visioning standpoint, she suggested board members think of Winter Park and St. Augustine. Though, of course, Ormond's character was different, the City still had its own unique charm. Mr. Thomas asked about University Park in Orlando, west of I-4 off of Princeton, stating that it was charming and he had been quite surprised to find it so. He thought perhaps form based codes had been used there. Ms. Sacks recommended that board members visit College Park in Orlando as well.

IX. MEMBER COMMENTS

The members wished everyone happy holidays. Mr. Jorczak passed out an article on sprawl. Ms. Behnke asked whether hard copies would always be delivered and suggested printing double-sided to save paper. She said she did print her packets out as she had a hard time reading from the computer screen, but would not do so anymore if the department was sending out packets. Mr. Goss said the department would be sending out both hard copies and electronic, but that the documents could be printed on both sides as the department was trying to conserve as much as possible. Chair Thomas said he had enjoyed working with the board and staff over the last year and that he was looking forward to working with all of them again next year.

X. ADJOURNMENT

The meeting was adjourned at 9:14 p.m.

Respectfully submitted,

Ric Goss, AICP
Panning Director

1208/PB

She said that the draft language would be taken back to VCARD once the language had been revised.

Mr. Goss clarified for Mr. Thomas that the regulation was for new development of vacant lots in low-lying areas; new structures, even in replacement homes, would now have to do compensatory storage. He reiterated that having the requirement in place would result in recovering lost flood volume over the years.

C. Signage Land Development Code Amendments

Mr. Spraker said that staff reviewed the sign code and amended the language to address issues that had previously arisen. He informed the Board that staff had met with sign companies representatives, the Ormond Beach Chamber of Commerce personnel, VCARD representatives and property owners who had historically had complained or who had issues with their signage.

He summarized as the major issues:

- Formatting the sign section to condense all the requirements throughout the code into one location.
- Requiring architectural treatment of monument signage, as required within most of the planned developments.
- Allowing flexibility with the five-foot setback requirement for older developments; planning director would have some discretion based on site conditions.
- Allowing electronic changeable copy signs in the primarily commercial areas of SR A1A, Nova Road, US 1 and excluding them along Granada Blvd., Hand Avenue, in the B-1, B-9 and B-10 zoning districts and within the Downtown Redevelopment Area.

Electronic Changeable Copy Signs

In response to Chair Thomas, Mr. Spraker noted that the electronic changeable copy signs were currently allowed for The Trails and for governmental signage. He pointed out that the City Commission, through the Volusia County review process, had allowed one at the Harley Davidson dealership at Destination Daytona as part of their planned development. He also responded that no one with a business on Granada Boulevard had complained because such signs were allowed elsewhere in the city. He said that it was staff's opinion that it was not appropriate for the office and professional development along Granada Boulevard, but acknowledged that there were some commercial uses at the major intersections. He responded to Mr. Thomas that Lowe's or Wal-Mart would be denied such a sign under the proposed ordinance, but pointed out that they could try to negotiate it through a planned business development. He said that they would have to prove that it should be allowed, however, and it would then be at the discretion of the Planning Board and the City Commission.

Mrs. Press asked if the language would restrict the color changes and flashing lights and whether or not it would require a complementary architectural foundation.

Mr. Spraker explained that all monument signs have architectural requirements. He added that the display could not be more than 50% of the sign area (32 square feet of the 64 square-foot maximum signage allowance). He said that pole signs allowed for bigger signage, i.e., up to 125 square feet for sites 600' long, equating to a 62.5 square foot electronic changeable copy sign. He added that there were prohibitions against flashing or blinking, dimmers were required, and said that they could be used to advertise on-site tenants.

Mrs. Press recalled that The Trails could change only a certain number of times per day; Mr. Spraker explained that it was a specific condition of The Trails development order.

Chair Thomas stated that the city of Ormond Beach was going to place an electronic changeable copy sign on the Performing Art Center's US 1 frontage that would inform the public of any activity related to the city.

Mr. Spraker asked the Board to let him know if they needed additional time to consider the changes. He said he did not want to rush the members if they felt they needed additional time to consider the issue.

Chair Thomas said he could foresee the City's wanting to have flashing lights to simulate fireworks [to advertise the Fourth of July celebration] and cautioned the members look at the overall implications.

Mr. Spraker said that there was a difference between flashing lights (illegal) and animation (legal), which would be allowed under the Code.

Mrs. Press noted that animation would be, e.g., a moving caricature and something that she would oppose; Chair Thomas said he would not object to the animation.

Mr. Spraker pointed out that to be the reason the item had been brought forward for discussion.

Other Signage Issues

Mrs. Press asked if the city could require that signs be removed if a business vacated a particular location and if they required removal of nonconforming signs.

Mr. Spraker replied that if a business moves out, the city has the right to require them to cover the sign cabinet or install a blank face on the sign; it gives the Chief Building Official some flexibility in addressing that issue. He said that to his knowledge, however, the City had never forced removal of a nonconforming sign in that situation, because the sign could be re-utilized if another, similar use occupied the same location. He cited Moe's use of the former Long John Silver's sign as an example.

Mrs. Press said that she would prefer to see the nonconforming signs removed if a business was vacant for a period of time.

Mr. Spraker advised that as currently written, a sign must be removed if a use is abandoned or discontinued for a period of six months; it did not have to be removed if a new tenant took some additional time to establish their business of similar use.

Mrs. Press clarified that the idea was not to punish business endeavors, but rather to eliminate eyesores, such as the sign at the former gas station at the southwest corner of Granada Boulevard and Ridgewood Avenue, a property that had been vacant for years. She stated that she wanted the removal provision for nonconforming signs to be enforced.

Mr. Spraker explained that the city did not actively pursue the removal of nonconforming signs, but instead required them to be replaced at the time of site development. He said that there was no amortization and that nonconforming signs were allowed to be maintained or repaired as long as the use was not changed or the business did not close.

Mrs. Press expressed dismay at the proliferation of signage (balloons, flags, etc.) throughout the city since the easing of the sign restrictions (deemed necessary as a result of the current economic climate). She asked for assurance that the proposed language would not permit the continuation of the current regulations when the economy rebounded.

Mr. Spraker said that they were not allowed by the city ordinance that had changed the Code. He said that he thought the sunset provision was longer than six months.

Mrs. Press said that she had no problem with the A-frame signage, but felt that the signage she was referring to was like graffiti in that one mess generated another mess.

Mr. Goss said that the added provision in the Code was for **A-frame signage**, not for illegal human directionals or signs tied to trees, and that the provision did not create the sign mess to which she was referring. He reminded the Board that the City employed reactive enforcement, i.e., issues were only addressed when complaints were received.

Chair Thomas said that as a business person, he was somewhat conflicted about requiring the upgrading of nonconforming signs, because nonconforming houses were not required to be brought up to code when they changed hands.

In response to Mr. Wigley, Mr. Spraker said that it was not only that the **nonconforming signs** were too close to the property lines, but that pole signs were required to be replaced with monument signage in some areas of the city. He pointed out that many of the pole signs along Granada Boulevard in the Downtown were grandfathered and could remain forever or until the property became vacant for 6 months or underwent a change of use or the sign was destroyed. He also confirmed for Mr. Thomas that there was no such requirement for nonconforming homes.

Mr. Spraker said that the **wall sign height** requirement of 20' had been removed from the Code and that the proposed language would allow alternative locations, rather than only over the front entrance. He said, e.g., that wall signage would be allowed on the side, as long as it did not impact residential. He added that there was also a provision that would allow 50% of the site signage to be transferred to additional wall signage if a property owner did not or could not have site signage, such as in the Downtown or on SR A1A, where some of the properties do not have enough frontage for site signage.

Mr. Spraker also advised that language had been included to make the **calculation of square footage for identification signage** more equitable. He explained that currently, the bigger the unit frontage, the smaller the allowable signage as a percentage. A unit with smaller frontage would achieve more signage on a percentage basis than would a storefront of 100 linear feet (LF). He said that the solution proposed by staff would allow a 1:1 ratio up to 30 LF; any additional footage over 30 LF would be calculated at 1:0.5. Therefore, a 100 LF storefront would be calculated as 30 LF, plus ½ of the 70 remaining linear feet, or 35 LF, resulting in 65 SF, as compared to a maximum of 53 SF under the existing calculation. He pointed out that the change altered only the square foot copy area of the sign and did not increase the number of allowable signs; he said that a corner or double-frontage lot would be allowed more copy area to be allocated to the two permitted signs.

Mr. Spraker said that staff had addressed the issue of **wall vs. canopy signage**, raised at the public meeting, by including language to permit the allowable square footage of wall sign to be divided between wall signage and canopy signage. He said that the calculation for window signage had also been simplified to allow a 20% of the total window area for **window signage**, whereas at present, it was based upon a percentage of square footage of the wall signage. He explained that this was also a simpler way of calculating allowable signage and would allow more signage than before.

Mr. Spraker recalled that **sign variances** had been discussed at length at the public meeting, and said that the position of staff was that there should be no variances for nonconforming signs, since the purpose of nonconformity was to eliminate them. He said that the current code allowed sign variances for existing nonconforming signs destroyed by an act of God, thereby allowing the continuation of nonconforming signs. He pointed out that the code allowed for other mechanisms, such as the planned business development zoning district, during which signage could be negotiated and permitted through a public hearing process. He said that rather than going through a rezoning, a Special Exception could be utilized as an alternative for properties that did not need to rezone, but only wanted to **negotiate signage** based on some unique characteristic. He said that that change in the language might afford more people the opportunity to negotiate their signage.

In response to Mr. Thomas, Mr. Spraker felt the only risk would be that someone would want to utilize the Special Exception process for a second sign, which was not the intent of the change. He added that the time and effort involved for staff in the Special Exception process would be about the same, but could be less expensive for the applicant. He said the difference would be that the PBD was more of a negotiation tool, whereas the Special Exception would require that the application would have to meet certain criteria.

Mrs. Press and Mr. Opalewski thought the Special Exception route seemed preferable.

Mr. Jorczak asked if the owner of a nonconforming sign could utilize the one of those routes to extend it beyond the six-month requirement.

Mr. Spraker answered that the owner would have the right to apply, but questioned whether or not staff would recommend approval; he thought the applicant would have a heavier burden of

proof. He reiterated that the purpose of identifying nonconforming signs was to ensure that at some point they would be removed.

Mr. Goss reminded the board that the PBD had already been changed to include a list of criteria that could be gained by the City in exchange for allowing increased signage.

Mrs. Press commented that political signs should be limited to six weeks.

Mr. Spraker recalled that a previous attempt to change that requirement had been unsuccessful and the language continued to limit the time to the qualifying period.

City Attorney Hayes pointed out that there was a State statute addressing the issue, which made it difficult to regulate. In response to Mrs. Press, he said he was unsure if asked if a candidate could put out signs a year in advance, if he or she opened an account as a qualified candidate.

IX. MEMBER COMMENTS

Mr. Jorczak wished his fellow board members a safe and merry Christmas, as did Mr. Opalewski. He stated that he had enjoyed serving with his fellow board members.

Chair Thomas asked that staff provide an opinion from the Chief Building Official regarding standards, windloads and codes for different housing types so that the Board could differentiate between a 1950's concrete block house and a 21st century manufactured home. He did not believe that the standards were the same.

Chair Thomas said he also enjoyed serving this year and reminded the board that they had one more year as a Board in which to accomplish what they wanted [before the next election].

X. ADJOURNMENT

The meeting was adjourned 9:00 p.m.

Respectfully submitted,

_____

Ric Goss, AICP, Planning Director

ATTEST:

_____

Doug Thomas, Chair

Minutes transcribed by Betty Ruger

1209/PB

Exception process to negotiate their own architectural style. He said that the form based code would establish basic design guidelines that did not advocate a particular architectural style, but instead would require certain minimum standards. He confirmed for Mr. Wigley that the style for the project before the Board was Spanish, one of the four architectural styles.

Ms. Dorian Burt re-addressed the Board and said that those with an investment in the Downtown wanted unique styles, rather than a cookie-cutter suburban downtown. She said that they were embracing parts of the form based code that let the uniqueness of each building shine through.

Mr. Jorczak complimented the applicants on making the proposed project as attractive on the rear as on the front and agreed with his fellow board members that it would be helpful if the applicant and the city could facilitate the establishment of walkways for pedestrians to make it advantageous in the long term.

Mr. Wigley said he supported the project and thought it would be a welcome addition and huge improvement for the Downtown.

Chair Thomas agreed with Ms. Burt, saying he liked the diversity of styles in the Downtown. He also said that he thought the proposed project would be a great addition to the Downtown and that he wholeheartedly supported it. He asked only that the applicants and staff work together to try to address some of the issues raised during the meeting.

In response to City Attorney Hayes, Mr. Spraker explained that Special Exception would allow two years for the first phase (the building, stormwater and parking improvements) and four years from the date of City Commission approval for the second phase (additional kitchen and additional seating). He assured Mr. Wigley that any deviation from the approved Special Exception would require a return appearance before the Board; any future waivers would also require re-hearing.

Mr. Jorczak made a motion to recommend approval of SE-10-44, the Maria Bonita project. Mr. Wigley seconded the motion, which was approved by unanimous vote.

B. LDC 09-41: Land Development Code Amendment - Signage

Mr. Spraker stated the proposed amendment would affect three sections of the Land Development Code (LDC) and said that the language had not changed since the discussion with the Board the previous month regarding signage regulations. He referenced the staff report and said that the major change was the reformatting of the entirety of the regulations for monument or pole signs into one section of the Code. He said it also included the accompanying landscaping requirements, currently located in another section.

Mr. Spraker said another change was the allowance for electronic changeable copy signs in commercial areas of the city, such as along SR A1A, Nova Road, and Williamson Boulevard, whilte not allowed in traditional office areas, such as along Granada Boulevard and the the B-1, B-9, B-10 office zoning districts. Those signs would not be allowed in the Downtown.

Other changes, said Mr. Spraker, would give the Planning Director or the Site Plan Review Committee (SPRC) a little more flexibility, e.g., wall signage (now allowed only on the entrance side of the building) could be located on another side of a building with better exposure as long as it did not impact a residential area. He recalled that Ace Plaza had to go through the public hearing process several years ago, since there was no administrative ability at that time to allow that variation in wall signage. He said also that the changes would allow up to one-half of the square footage of the site signage to be utilized in a wall sign. Signage would be allowed on both a canopy and wall sign, as long as the signage was within the allowable square foot of the wall signage.

Ms. Behnke asked if the changeable electronic signage text could flash or roll over every few seconds.

Mr. Spraker explained that if a business was allowed a 64 square foot sign, ½ of that square footage could be in electronic changeable copy. He said that flashing was prohibited, but some animation was allowed, as was a change in text. He recalled that The Trails Shopping Center sign had been approved on the condition that the text could change only twice a day, which allowed individual tenants an opportunity to advertise on that sign. He said an additional requirement would be for self dimming signage, which he thought was now fairly standard, so that the sign would not be as bright at night. He confirmed for Mrs. Behnke that people standing on the sidewalks with signs were not permitted.

Mr. Jorczak questioned why someone would have to obtain a building permit from the city in order to erect a flagpole in their front yard (Page 2, Section 3-40).

Mr. Spraker explained that the flagpole was considered a structure, based on the pole height. He said that the inspectors need to know that it would be properly installed in the ground because of the potential for it falling. He clarified that the pole height was not limited by the regulation, only that a permit would be required if the flag exceeded 40 feet.

Mr. Jorczak thought that while the city might want to regulate flag poles in relation to their proximity to a right-of-way or their vertical height in a residential area, he thought that any fee should be nominal. Otherwise, he said, the proposal was acceptable as previously discussed.

Ms. Behnke referenced Section 3-43, C, 2, which stated that the Chief Building Offical was authorized to cause the removal of a sign and that any cost "shall be paid by the person owning and occupying the building". She suggested that it read "owning and/or occupying the building", since owners do not always occupy their buildings. When Mr. Spraker pointed out that the property owner would be the one cited, she suggested that the language simply read "property owner".

Mr. Spraker agreed to correct that verbiage.

Ms. Behnke questioned why in Section 3-45, A (Substitution of Noncommercial Speech for Commercial Speeach) that the content of a message could be at the option of the owner, while Section 3-44 stated that no sign shall be erected that displays any statement, work, character or

illustration of an obscene nature. She said that the language "shall not be any limitation based upon the content"should be clarified, since it seemed contradictory.

Mr. Spraker explained that Florida Statutes defines certain things as obscene and that if used, the city's code enforcement can issue citations. He said that other than obscenity, the city would not regulate non-commerical speech and that nothwithstanding anything in the code to the contrary, an obscene message could not be utilized. He agreed to take another look at the content language.

Mr. Sam Jaffe, 29 Twin River Drive, identified himself as the person who suggested including language to allowing vinyl lettering on canopies or awnings. He asked if language had been included to that effect.

Mr. Spraker confirmed that it was and explained that a unit allowed 64 square feet of signage, could divided the signage, e.g., into 10 square feet on the canopy and 50 square feet on the wall.

Mr. Jaffe questioned if the language prohibited the canopy signage from being the same as the wall signage, as discussed.

Mr. Spraker said that staff had concerns with totally exempting it out. He said staff was most comfortable with 1) increasing the allowable wall signage, and 2) including it as part of the overall square footage. He said that it would be up to the Board if they wanted to include a size minimum that exempted canopies of say, less than eight square feet.

Mr. Wigley felt that it was fine to increase the amount of space dedicated to the canopy, but said that it would need to be deducted from the allowable wall signage square footage. In response to Mr. Jaffe's proposal that one should have nothing to do with the other, he responded that it would result in an unlimited amount of canopy signage that would not affect the wall sign size or overall signage.

Mr. Jaffe remarked that although he thought it was a step in the right direction, he would be curious to see how it was written in other communties. He said that he wanted to go on record that the changes were very much appreciated.

Mr. Spraker reiterated that the alternative would be an exemption for canopy size under a certain square footage that would not count as part of the overall wall signage.

Mr. Wigley pointed out that there was no uniform size for canopies and agreed with Mr. Jaffe that it had the potential to create aesthetically disappointing signage.

Mr. Goss suggested that the item proceed as written, since they had the option of revisiting the issue. He pointed out that staff was trying to be conservative, while at the same time trying to accommodate the needs of the business community.

Chair Thomas commented that everyone understood that staff had been very reasonable and just wanted to be sure that the issue could be re-evaluated at some future time.

Mr. James Stowers, 805 Candlewood Circle, co-chair of the Design Committee for Ormond MainStreet, apologized to staff for addressing his comments in a public forum, but reported that

on Monday night they had held a meeting at which they suggested that Section 3-49 include language to allow larger properties opportunities for more dynamic signage that would be appropriate and consistent with the comp plan and the LDC. He said that some flexibility could potentially be achieved through a master sign plan, as used in other municipalities such as Daytona Beach. He said that their master sign plan allowed very large projects such as the Speedway or Halifax Hospital such flexibility through a public process. He expressed concern that his suggestion to include factors for evaluation of a large property might be impeded by the provision of being adjacent to "abutting residential properties"; he felt it might be misconstrued to mean a property was ineligible simply because it was adjacent to resisdential.

Mr. Spraker said that the way the Section was currently written was that an application would have to meet every criterion, rather than to have to meet some of the criteria and then be evaluated in order to make a decision.

Mr. Wigley pointed out that the prosposed language referenced "impacts" to abutting residential, not simply "abutting residential uses", which he assumed meant a negative impact.

Mr. Spraker agreed and stated that in a situation where everyone agreed that a pole sign would be appropriate instead of a monument sign, an applicant would have to meet Criterion #2, which mandated only monument signs. He said that although the city generally requires monument signs, pole signs were still allowed in certain areas; he said that city staff recognized that pole signs might be advantageous for certain uses. He responded to Chair Thomas that their options were to leave the language unchanged (having to meet every criterion), evaluate listed criteria within the review, or modify the criteria. He also responded to Mr. Wigley that an applicant would still have the opportunity to waive one of the criteria through the PBD (Planned Business Development) process.

Ms. Behnke agreed there should be no problem with the signage if a huge tract of land did not impact a neighborhing residential area, but should not be permitted it it did.

Chair Thomas questioned the definition of impact, to which Mr. Spraker responded that a 100 square foot sign immediately next to a single-family house could be expected to have an impact, as the glare from the sign would affect the house.

Ms. Behnke suggested that an impact was something that resulted in the lowering of property value. In response to Mr. Jorczak's suggestion of color impact, Mr. Thomas thought that might be too subjective and suggested that a definition of "impact" might be needed.

Mr. Wigley pointed out that an impact would be complaint driven, i.e., based on someone's objection to it.

Mr. Spraker reminded the members that anything going before the Planning Board would include a review of the criteria and a staff recommendation as a professional opinion. He stated that the Planning Board and City Commission would make the final determination.

Mr. Wigley made a motion to recommend approval of LDC 09-41. Mr. Opalewski seconded the motion, which passed by unanimous vote of the Board.

Item #8B – LDC Amendments: Chapter 3, Article II, Section 3-21 Wetland Protection

ORDINANCE NO. 2010-20

AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE II, ENVIRONMENTAL PROTECTION STANDARDS, SECTION 3-21, WETLAND PROTECTION OF THE *LAND DEVELOPMENT CODE* TO DELETE THE CURRENT WETLAND CLASSIFICATION SYSTEM TO ALIGN WITH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND VOLUSIA COUNTY WETLAND STANDARDS FOR WETLAND IMPACTS, REQUIRED BUFFERS, AND MITIGATION; REPEALING ALL INCONSISTENT ORDINANCES, OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Costello stated this was a public hearing regarding the wetland protection standards, and there were no requests to speak. He reported the Environmental Advisory Board and the Planning Board approved a recommendation of approval of the ordinance.

Commissioner Kelley moved, seconded by Commissioner Kent, for approval of Ordinance No. 2010-20, on second reading, as read by title only.

Mayor Costello stated this would protect more functioning wetlands and protect wetlands by mitigating where it mattered, rather than isolated wetlands.

Call Vote:	Commissioner Partington	Yes
	Commissioner Gillooly	Yes
	Commissioner Kent	Yes
	Commissioner Kelley	Yes
Carried.	Mayor Costello	Yes

Mayor Costello stated without objection the public hearing was closed.

Item #8C – LDC Amendments: Signage

ORDINANCE NO. 2010-21

AN ORDINANCE UPDATING THE SIGN REGULATIONS OF THE CITY OF ORMOND BEACH BY AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS, DELETING CHAPTER 2, GENERAL AND DISTRICT REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-70, DOWNTOWN OVERLAY DISTRICT, SUB-SECTION K, SIGNS, AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-38, PURPOSE, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-39, SIGN PERMIT REQUIRED, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-40, SIGNS EXEMPT FROM THE PERMITTING STANDARDS OF THIS ARTICLE, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-41, SIGN MAINTENANCE, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-42, PROHIBITED SIGNS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-43, NON-CONFORMING SIGNS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-44, GENERAL SIGN REGULATIONS, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS SECTION 3-45 TEMPORARY SIGNS AND CREATING A SECTION TITLED COMMERCIAL VS. NONCOMMERCIAL SPEECH AND CONTENT, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-46, NON-RESIDENTIAL SITE IDENTIFICATION SIGNS AND CREATING A SECTION TITLED TEMPORARY SIGNS, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISE IDENTIFICATION SIGNS AND CREATING A SECTION TITLED SITE IDENTIFICATION SIGNS, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-48, SPECIALIZED SIGNAGE STANDARD AND CREATING A SECTION TITLED BUSINESS PREMISE IDENTIFICATION SIGNS, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS,

SECTION 3-49, RESIDENTIAL DEVELOPMENT IDENTIFICATION SIGNS, AND CREATING A SECTION TITLED MASTER SIGN PLAN, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-50, HISTORIC DISTRICT/BED AND BREAKFAST INN SIGNS, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-51, SIGN VARIANCES OF THE LAND DEVELOPMENT CODE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THERE; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Costello stated this was a public hearing, and there were no requests to speak.

Planning Director Ric Goss requested clarification regarding whether the electronic, changeable signs would be allowed on just Granada Boulevard or city-wide. Mr. Goss stated the problem with city-wide was that it applied to any churches in residential areas, but language could be added to clarify the need to be at least 200 feet from residential use and nothing in the downtown district. Mr. Goss stated the signs were stated as "business premise identification signs," but he wanted to point out that was for all signs.

Commissioner Kelley stated his motion was intended to allow all the churches on Granada Boulevard to have the electronic signs the same as on Nova Road, excluding churches within 200 feet of residential homes, or in the Downtown Development District.

Mayor Costello requested a motion to clarify the matter.

Commissioner Kelley stated his motion would be to allow houses of worship on Granada Boulevard, not within 200 feet of a residential home and not in the Downtown Development District.

Mayor Costello suggested including all churches not within 200 feet of a residential home and not in the downtown district.

Commissioner Kelley moved, seconded by Commissioner Partington, to amend Ordinance 2010-21 to allow electronic, changeable signs for all houses of worship, not within 200 feet of a residential home or in the Downtown Development District.

Commissioner Kent inquired why the downtown district was excluded.

Planning Director Goss stated the downtown district was being developed as a downtown area, different from other areas, without electronic monument signs.

Commissioner Kent stated he did not support the ordinance because he did not believe electronic, changeable signs should be allowed for churches or any others.

Commissioner Gillooly stated initially the discussion was whether to allow churches over 20 acres to have electronic, changeable signs. She stated after the first reading, she was amenable to allowing all churches on Granada Boulevard to have electronic, changeable signs. Commissioner Gillooly stated there was a concern about flashing signs, which would not be compatible with the image of the City. She stated she would support permitting only the churches on Granada Boulevard to have the electronic, changeable signs as a pilot program to determine if they were compatible with the City's image.

Planning Director Goss stated, initially, the staff recommendation was for the three larger churches on Granada Boulevard that exceeded 20 acres as an experiment, but he reminded the Commission that if they approved them for Granada Boulevard, the signs would be there forever; there was no such thing as a pilot program.

Mayor Costello clarified the points to be determined were should the electronic, changeable signs be permitting within 200 feet of single family home, and should the electronic, changeable signs be permitted within the Downtown Development District. He stated support for non-flashing electronic, changeable signs that would not change more often than once an hour; and he supported requesting those with these signs to post community events, such as the Birthplace of Speed event.

Planning Director Goss stated the criteria allowed for high resolution, 16 mm pixel spacing or less, no flashing or blinking, and the brightness as 2,500 NTS; all of which was based on demonstrations presented to the Planning Board. He suggested the Commission proceed with the ordinance and come back with any adjustments that were needed.

Commissioner Partington suggested the issue be continued until a public workshop could be held with a demonstration of an electronic, changeable sign during the daylight hours and nighttime hours.

Planning Director Goss suggested the Commission move forward with the ordinance minus the electronic, changeable sign issue.

Mayor Costello called for the vote on the amendment to allow electronic, changeable signs for all houses of worship, not within 200 feet of a residential home or in the Downtown Development District.

Call Vote:	Commissioner Gillooly	No
	Commissioner Kent	No
	Commissioner Kelley	No
	Commissioner Partington	No
Carried.	Mayor Costello	No

Commissioner Gillooly moved, Commissioner Partington seconded, to amend Ordinance No. 2010-21 by deleting Section 3-47.F regarding electronic, changeable signs, on second reading as amended.

Call Vote:	Commissioner Kelley	Yes
	Commissioner Partington	Yes
	Commissioner Gillooly	Yes
	Commissioner Kent	Yes
Carried.	Mayor Costello	Yes

Mayor Costello called the vote for the main motion minus Section 3-47.F.

Call Vote:	Commissioner Kelley	yes
	Commissioner Partington	yes
	Commissioner Gillooly	yes
	Commissioner Kent	yes
Carried.	Mayor Costello	yes

City Attorney Hayes stated that any motion to come back before the Commission would be treated as a new ordinance with two readings.

Mayor Costello stated the public hearing was closed.

Item #9 – LDC Amendments: T-1 Zoning District

ORDINANCE NO. 2010-22

AN ORDINANCE ESTABLISHING USES AND DIMENSIONAL STANDARDS FOR MANUFACTURED AND MOBILE HOME COMMUNITIES CURRENTLY ZONED AS T-1 AND DELETING THE REQUIREMENT FOR A REZONING TO PLANNED MANUFACTURED HOME COMMUNITY (PHMC) BY AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICT AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS, TABLE 202, FUTURE LAND USE MAP DESIGNATIONS AND COMPATIBLE ZONING DISTRICTS, AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-20, RESERVED (T-1) BY RE-ESTABLISHING THE T-1 ZONING DISTRICT, DELETING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2039, PLANNED MANUFACTURED HOME COMMUNITY (PHMC) IN ITS ENTIRETY AND RESERVING THE SECTION, AND AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57(M), CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION TO ESTABLISH CONDITIONS FOR MANUFACTURED HOME COMMUNITY (MAHC) AND MOBILE HOME COMMUNITY (MOHC); REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Costello stated this was public hearing relative to manufactured home and mobile home standards. The Mayor reported the Planning Board recommended approval of the ordinance. He stated there were no requests from the audience to speak.

Commissioner Kelley moved, seconded by Commissioner Partington, for approval of Ordinance No. 2010-22, on first reading, as read by title only.

Call Vote:	Commissioner Partington	Yes
	Commissioner Gillooly	Yes
	Commissioner Kent	Yes
	Commissioner Kelley	Yes
Carried.	Mayor Costello	Yes

Mayor Costello closed the public hearing without objection.

Item #8E – LDC Amendments: Airport Overlay District Map

ORDINANCE NO. 2010-23

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS SECTION 2-72, AIRPORT OVERLAY DISTRICT, OF THE *LAND DEVELOPMENT CODE* BY ADDING THE AIRPORT OVERLAY DISTRICT MAP 10-2; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Kent moved, seconded by Commissioner Kelley, for approval of Ordinance No. 2010-23, on first reading, as read by title only.

Call Vote:	Commissioner Gillooly	Yes
	Commissioner Kent	Yes
	Commissioner Kelley	Yes
	Commissioner Partington	Yes
Carried.	Mayor Costello	Yes

Mayor Costello stated with no objection the public hearing was closed.

Item #9 – Front Yard Parking Residential Properties

ORDINANCE NO. 2010-24

AN ORDINANCE AMENDING CHAPTER 14, OFFENSES-MISCELLANEOUS, OF THE CODE OF ORDINANCES, BY ADDING ARTICLE X, VEHICLE PARKING/NUISANCE, AND SECTIONS 14-103, FRONT YARD AND STREET-SIDE YARD PARKING, THEREUNDER; BY ESTABLISHING TERMS AND CONDITIONS RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Kelley moved, seconded by Commissioner Partington, for approval of Ordinance No. 2010-24, on first reading, as read by title only.

Mayor Costello stated this ordinance was for no front, unimproved parking extensions, but allowed side driveway extensions that were unimproved.

Rick D'Louhy, 108 Rio Pinar, complimented staff for their interpretation of the discussion last December. He stated the City Manager's memorandum stated, "gravel, mulch or stone" but the ordinance omitted the word, "stone."

Commissioner Kelley explained that in the ordinance stone was covered in Sec. 14-103(b) and gravel and mulch were covered in Sec. 14-103(e).

Call Vote:	Commissioner Kent	yes
	Commissioner Kelley	yes
	Commissioner Partington	yes
	Commissioner Gillooly	yes
Carried.	Mayor Costello	yes

Mayor Costello stated the key was that this was discussed three years ago and was still recommended.

Commissioner Gillooly stated, from a customers point of view. it would be a smooth process, and it would be a value to staff by being more efficient. She expressed her support.

Commissioner Partington moved; seconded by Commissioner Gillooly, to support a Joint Permit Counter at a cost of $121,125.00.

Call Vote:	Commissioner Kent	yes
	Commissioner Kelley	yes
	Commissioner Partington	yes
	Commissioner Gillooly	yes
Carried.	Mayor Costello	yes

Item #11B – Electronic Sign Display

Greg Breyfogle, Daktonics, explained a PowerPoint presentation. He explained an Electronic Message Center (ECC) was an LED display and showed examples of signs. He recommended not allowing flashing display in the code, which was not effective anyway. He stated almost all ECCs had an automatic dimmer to avoid too bright displays at night. He stated animation was appropriate in some situations, but the Commission could restrict it to specific areas. He suggested that ECC not be permitted in residential areas, but in heavy commercial corridors, fewer restrictions might be appropriate, such as light animation or slightly brighter lights.

Mayor Costello recessed the City Commission meeting at 8:31 p.m. for an outside demonstration of an electronic sign.

Mayor Costello reconvened the City Commission meeting at 8:46 p.m.

Commissioner Gillooly requested a copy of the PowerPoint presentation. She stated there had been some interest from churches on Granada. She stated she had envisioned a permanent sign with changeable display area.

Robert Skelton, Fantastic Design Group, stated often an encapsulated message center was used within a cabinet, such as a monument sign.

City Manager Shanahan asked Mr. Skelton to display the slide with the before and after photo of a church sign as an example.

Pat Behnke, 15 Malayan Sun Bear Path, expressed concern that the reason for discussion of this issue was a request to approve these signs for houses of worship and now it was being discussed to open it to everyone citywide.

Mayor Costello stated churches on Granada were being considered and businesses in the commercial corridor; not in the Downtown and only churches on Granada Boulevard.

Ms. Behnke stated the ordinance before the Commission was specifically for houses of worship, which was on hold until the demonstration. She stated she understood advertising was important, but Ormond Beach was an elegant, genteel city, not "flash and trash." She pointed out that the Performing Arts Center sign was ineffective, because you did not get all the information; and drivers should not be looking away from driving. She stated Orlando allowed changeable signs, but four billboard signs had to be eliminated for each ECC. She stated these signs were not appropriate at the City's gateway. She stated they were not appropriate when presented to the Planning Board, and not appropriate now.

Todd Duplantis, RaceTrac, expressed excitement about being part of Ormond Beach, and as a business owner, he felt the LED sign was the future. He stated a couple of the advantages were less maintenance was required, and the ECCs were more durable. He expressed support for the fixed text, not blinking or flashing; and location of the signs was very important and should be determined by the landscaping and surrounding businesses. He stated the size of the RaceTrac sign in Ormond Beach was conforming at 64 square feet, but he showed a typical RaceTrac LED sign, which was 100 square feet with the LED display at 40% of the sign area. He stated the proposal was to allow 100% LED display for government signs, while allowing businesses 40% of display area for LED display, when businesses stimulated the economy. He suggested the allowance should be equal for all ECC. He stated the maximum number of signs per location should be determined on a case-by-case basis, dependent upon the landscaping

and surrounding businesses. He challenged the Commission on the proposed limit of the distance between signs, and the designated "first come, first serve" gave an advantage to the first business owner while penalizing any businesses opening later within 700 feet of the business with an ECC.

Mayor Costello stated the proposed LED display area of 50% per business and 100% for government was due to the government sign advertising community events to inform residents of activities, rather than for commercial purposes.

Matt Reardon, 1687 West Granada Boulevard, Calvary Christian Center, stated they had an old, grandfathered sign, but wanted to put in a board that was modern, clean, and did not break down frequently. He stated Calvary Christian Center made several suggestions to the Planning staff on how to include them in the sign ordinance, such as on Granada Boulevard west of I95. He stated they had a beautiful new facility with an ugly sign, and would like to make the front of the property look as good as the rest with an ECC that was environmentally friendly. He urged support of ECCs for churches.

Commissioner Kent agreed that an ECC helped get the message across, particularly for businesses, but he personally loathed ECCs and regretted voting for the Performing Arts Center sign. He stated he had not heard any support from residents for ECCs but had heard objections. He stated Ormond Beach had a classy, elegant feel, and ECCs would diminish that. He stated it was not a new idea, but the City had not had any because the ECC did not fit the look and feel of the City. He stated the proposal started with a few churches, and now included businesses throughout the City.

Commissioner Kelley stated he voted against the sign at the Performing Arts Center because it was too small and could not be read. He stated he had yet to get the entire message driving by the sign; and therefore, if ECCs were approved, 100% of the sign should be allowable for the LED display. He stated the original concept was to allow three houses of worship to replace their signs, but it had mushroomed from there. He stated the LED signs were not the future but the present. He stated it was a matter of how much the City wanted to be involved. He stated he was not in favor of a seven second change because that was too quick, but he liked Holly Hill's sign because it's was large enough to get the message across.

City Manager Shanahan stated staff had not been trained on the Performing Arts Center sign, but training was in the works; and she reassured the Commission the situation would be resolved.

Commissioner Partington suggested a fixed text only sign with no flashing, no blinking and two text changes a day.

Mr. Goss requested the Commission go through each portion of the memo to determine what the Commission would allow, such as locations and characteristics. He commented that allowing 18mm characters, but not allowing animation, would be a waste of money for the sign owner, suggesting 20mm instead. He stated it would be important to know hold time between messages; and if there should be an option to reward good behavior, he suggested it would be to increase what would be allowed. He stated staff needed direction on all aspects of ECCs before an ordinance could be crafted. He suggested a conservative approach, which would allow for broadening later.

Commissioner Kelley suggested static messages would not require a 700 foot distance between signs.

Mayor Costello summarized that Commissioner Kelley and Commissioner Partington seemed to favor text only; Commissioner Kent was not in favor of ECC signs; and he suggested hearing from Commissioner Gillooly.

Commissioner Gillooly stated that although the Performing Arts Center sign caused her blood pressure to spike, she reminded all that the sign was still being tested. She stated she had envisioned static text that was changed twice a day. She was concerned that allowing animation would be disastrous. She stated the proposal started with three churches with large land size, progressed to other churches, and then, allowing businesses, which was the start of a problem. She pointed out the Trails Shopping Center sign was tasteful.

Mr. Goss stated the Commission could take a conservative approach with only static text messages for a long time, which could be opened up later. He pointed out that all the capabilities were part of the ECC.

Commissioner Gillooly referenced the sentence in the memo, "any ordinance that allows ECC signs will place additional burdens on the City's code enforcement officers to investigate, document, and justify if a violation did or did not occur," which would require a lot of staff time to monitor. She inquired if businesses were requesting ECCs before choosing the City to locate their business.

Mr. Goss stated he believed it was not a deciding factor for businesses in their decision to locate in the City.

Mayor Costello summarized three members had already supported static text only, with a change every 12 hours, with no limit as to the distance between signs.

Commissioner Gillooly stated she favored static text; but she was concerned that should someone purchase an ECC at three times the cost of a stationary sign and had all the other capabilities, they would later request to fully utilize all those capabilities.

Mayor Costello stated Mr. Goss pointed out that an ECC that displayed animation would require 16mm, instead of 20mm, which would be more costly.

Commissioner Kent stated he understood what Commissioner Gillooly was saying, and this was a big change for the City that could lead to other things. He stated one of the best signs in the City was at the Casements, a static sign costing approximately $2,000.

Mayor Costello confirmed the signs would not be in the Downtown area or residential areas. The Mayor asked if anyone had an issue with the spacing of signs.

Commissioner Kelley stated if someone currently had a sign, it should make no difference that they change to a readable electronic sign.

Mr. Goss inquired as to the percentage of a sign that would be allowable for LED display.

Mayor Costello stated he was comfortable with allowing 50% of the sign to be LED display.

Mr. Breyfoyle stated a lot of cities were allowing ECC, but were not overrun with ECCs because they were cost prohibitive. He stated cost was the main issue in determining how many requests the City would have.

Mayor Costello stated the consensus was for text only, with a minimum screen resolution of 20; no quiet time; changeable every 12 hours; not in Downtown; not in residential areas; not in B1, B9 or B10, except for churches; only in the commercial corridors and for churches; 50% of allowable square footage of signage for LED display; requiring automatic dimmers; no maximum per parcel; no spacing requirement between signs; and a specific light source required.

Mr. Skelton suggested an inexpensive light gun for use by code enforcement; consideration of a five minute change time for message changes; and he offered his company's services at no charge to assist with the Performing Arts Sign.

City Manager Shanahan stated the assistance would be welcomed.

Commissioner Kelley stated he understood Mr. Skelton's suggestion regarding the five minute change time, but objected to the possibility that motorists driving long a street would see a continuing change in signs as they drove.

Mr. Goss stated staff had sufficient direction to craft the ordinance.

Matt Reardon suggested churches be allowed changes more than twice a day to be able to promote all the services offered to the community.

Commissioner Kelley stated he would be amenable to allowing churches to change every hour or every two hours.

Mayor Costello confirmed that churches could change the message every hour, and businesses could change their messages every 12 hours. He stated he liked the signs in Port Orange and Holly Hill. He stated if someone was willing to purchase the Performing Arts Center sign, he would be willing to purchase a bigger sign.

Commissioner Kelley suggested letting it be known the Performing Arts Center sign could be purchased at a discount and purchase one that worked.

Mayor Costello stated that could be determined once staff received training on the use of the sign.

Item #11C – City Manager Evaluation

City Manager Shanahan thanked the Commission for the thorough and comprehensive evaluation, and she stated she had clear direction from the Commission.

Mayor Costello explained that Page 4 was missing an answer, which was a "4."

Commissioner Kelley commented on Commissioner Partington's suggestion that the City Manager take time off; and he thought it was a great suggestion, because it was important for the City Manager's health. He agreed with Commissioner Partington's suggestion for webcasting.

City Manager Shanahan stated a proposal was coming to the Commission regarding webcasting and streaming audio.

Commissioner Kelley requested a discussion on this issue before it was finalized.

Commissioner Partington stated that after seeing the other member's comments, the City Manager must feel great. He stated she really had done a great job.

Commissioner Kelley expressed appreciation for the Mayor's suggestion that the weekly activity report be more concise; they know staff was working hard, and unless the City Manager did it for her benefit, it was not necessary for the Commission.

City Manager Shanahan stated the report was done for her benefit and she passed it along to them.

Mayor Costello stated he did not want to feel the need to read 20 pages unless she pointed out something as important.

Commissioner Kent stated he was a tough grader, but the City Manager was outstanding in all areas. He stated she dealt with the constituents in an expeditious and efficient manner.

Commissioner Gillooly agreed with everyone, that in a short time, the City Manager had established herself; as City Manager she had found ways to get out into the community. Commissioner Gillooly appreciated that the City Manager had become part of the community, and for her professionalism.

Mayor Costello stated the best way for him to sum up was that the survey regarding a beachfront park determined that 73% of the residents thought the City was going in the right direction, which reflected on the City Manager and showed she was doing a good job.

City Manager Shanahan stated it was a team effort with the Commission giving her direction.

Item # 12 - Reports, Suggestions, Requests

Proclamation Honoring Blaine O'Neal
Commissioner Gillooly thanked Mayor Costello for taking the leadership role relative to the proclamation for Blaine O'Neal and for capturing Blaine O'Neal's spirit in the proclamation.

Commissioner Partington stated one could not say enough good things about Blaine O'Neal, who always had a kind word for everyone and was dedicated to professionalism and learning what you needed to know before you did something. Commissioner Partington stated the League of Cities was working to find a way to honor him.

Parks Clean-Up
Commissioner Gillooly stated she had the privilege to work with the volunteers on the Bailey Riverbridge Park clean up, which was a success. She stated Robert Carolin was out with his staff working and made it a nice experience.

Nova Community Park
Commissioner Kelley expressed appreciation for Commissioner Partington's efforts on Nova Community Park. He stated he had first attended a meeting in 1993, when Diane Ledforth led the meeting to improve the park in 1995.

IV. NOTICE REGARDING ADJOURNMENT

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

V. APPROVAL OF THE MINUTES

The minutes of the May 13, 2010 Planning Board meeting were unanimously approved, as presented.

VI. PLANNING DIRECTOR'S REPORT

Mr. Spraker informed the Board of a community meeting to be held at 7:30 p.m. on June 24th at the Nova Community Center regarding an application from T-Mobile, who is proposing a 140-foot telecommunications antenna at the rear of the Club Boom property, 1 South Old Kings Road. He said that the applicants had just sent out notices to property owners within a 600-foot radius and had advertised in the newspaper that they are applying for a camoflauged telecommunication antenna, a conditional use (staff approval) within that zoning district. He explained that the community meeting was required because the property abutted residential uses and that based on the community input there would be a determination of whether it would be a staff approval or would require a Special Exception (public hearing). He invited the Board members to attend and to participate.

Mr. Spraker responded to an inquiry by Mrs. Press that the tower would look like a flagpole. He also responded to Mr. Jorczak that it would be a new tower, not a co-locate, and advised that staff had asked for an analysis of 1) why it was needed at that location, and 2) why they needed a 140-foot tower. He added that based upon his review, such towers appeared to average between 140 feet and 150 feet in height. He noted that the applicants had to first go through site plan for initial staff comments, have a community meeting and then go back through site plan review to resolve any outstanding comments.

Replying to questions regarding the tower structure, Mr. Spraker confirmed that the tower would indeed fly a large, American flag and that the pole would be illuminated at night. He assured the Board that the light would not be intrusive to area residents or to aviation.

VII. PUBLIC HEARINGS

A. LDC 10-114: LDC Amendment – Electronic Changeable Copy (ECC) Signage, Sec. 3-47

Mr. Spraker said that the item was a request to amend the Land Development Code (LDC) to allow electronic changeable copy signs. He said that staff first became aware of the desire for electronic changeable copy (EEC) signage when sign companies, as well as business and property owners, expressed interest in utilizing a new technology. He recalled that The Trails [Shopping Center] had installed such signs about 4-5 years earlier and that there was now some interest in allowing those signs elsewhere in the city.

Mr. Spraker said that in December, 2008, Kenco Sign Company provided a demonstration to the Planning Board. He said that subsequent to soliciting input from the Planning Board, staff had advised the sign company personnel that the recommendations would be incorporated as part of the LDC revisions to the sign article. He said that the changes were then presented to the Planning Board for discussion in December, 2009, with the amendments presented for consideration and recommendation in January, 2010. He recalled that when the amendments were heard by the City Commission, they pulled the electronic changeable copy signage section for discussion and that the item currently before the Board was drafted based on the direction provided by the City Commission at their May 18th meeting.

Prior to the latest amendment, Mr. Spraker explained, electronic changeable copy signs had been allowed 1) for shopping centers over 120,000 square feet, and 2) for governmental agencies (hence, allowing the signage at The Trails and the Performing Arts Center [PAC]). He pointed out that the latest draft would allow the signs along commercial corridors (zoning districts B-4, B-5, B-6, B-7, B-8 and the PBD with a commercial land use) and for houses of worship, and would continue to allow them for governmental agencies as long as they met the proximity requirement for single-family residential areas.

Mr. Spraker referenced the accompanying map and pointed out the areas in which such signs would be allowed: Granada Boulevard, Nova Road, US 1 and along SR A1A. He also pointed out that the amendment would preclude use of electronic changeable copy signage within 200 feet of a residential lot line; he noted that it would disallow signs along sections of Atlantic Avenue within 200 feet of the oceanfront homes and along sections of US 1, primarily in the city's core area.

Mr. Spraker informed the Board that the City Commission specifically desired to allow houses of worship to have electronic changeable copy signs, most being located along West Granada Boulevard; e.g., Tomoka Christian Church and Tomoka United Methodist Church. Also eligible would be commercial areas not only along SR 40, but also in B-7 zoning areas along corridors such as Interchange and Williamson Boulevards. He said that, for example, the Ormond Town Square could have an ECC sign on the Williamson side of the property, but not along SR 40. He further reported that there had been no discussion regarding whether or not to allow electronic changeable copy signs along I-95, but added that they would not be allowed along Granada Boulevard (except for houses of worship), within the redevelopment area or within 200 feet of Granada Boulevard.

Mr. Spraker said that a concern had been expressed that the city would eventually look like Las Vegas, and stated that it would not, because 1) the ordinance allowed only text, with no blinking, flashing, pulsing, video images or animation, and 2) the electronic copy area could be no larger than 50% of the already restrictive square footage allowed for both monument and pole signs. He pointed out that sign changes and animation as allowed for electronic signage in Volusia County's jurisdiction (e.g., at Destination Daytona) would not be allowed under Ormond's regulations. He also noted that those signs were larger than what would be allowed in Ormond Beach and reminded the board that the changeable copy area could only be 50% of the sign area. In addition, Mr. Spraker said that the required pixel spacing was regulated at 20mm, a sharp viewing image, and that automatic dimmers would be required at night. He said there was no sign limitation per parcel, as discussed by the city commission, and said that the existing sign

ordinance allowed multiple signs for corner lots, for a Granada or Interchange frontage, as well as multiple signs for multiple principal buildings; he advised that a 120-square foot sign was allowed, based on a lot's linear frontage.

Mr. Spraker responded to Mrs. Press that a particular lot could have multiple signs, since the number of signs was based on the lot frontage. He cited the Tomoka Plaza shopping center on Nova Road as an example of a very long property that could have even more signs if it were to be subdivided. He said that the proposed ordinance had infinite possibilities and implored the Board members to make recommendations for anything that they did not like. He said that the recommendations of the Planning Board and the direction of the City Commission would determine the way the signs were to be regulated.

Mr. Jorczak asked if the signs would also be allowed on the buildings.

Mr. Spraker replied that they were site signs only (monument or pole signs). He confirmed for Mrs. Press that the site at the southwest corner of SR40 and Nova Road would not be allowed to have a changeable copy sign because it was within 200 feet of Granada Boulevard. He added that because the property's lot frontage had been reduced over time by Department of Transportation acquisitions, and that the remainder would be allowed only about 30 square feet of monument sign. He agreed that except for the existing development order, that parcel would have been allowed a pole sign.

Mrs. Press asked if the Strasser center on US 1 would be allowed an electronic changeable copy sign, to which Mr. Spraker responded that they could.

Mr. Spraker read into the record an e-mail from Norman Lane, who stated that, '*I am opposed to allowing these signs anywhere in the city. I believe that these will be impossible to maintain, the kind of restrictions that have been proposed. Restrictions on the types of properties or locations will be seen as arbitrary and unfair and will fall over time. Similarly, restrictions on color, brightness, patterns and frequency of change will also erode. This is a very slippery slope that I believe will result in our beautiful city being peppered with distracting and unsightly moving picture signs. If the present owners of changeable text signs are trying to justify this by saving labor, it seems unlikely that they will pay for the high cost of the signs anytime soon. Thank you for your consideration, Norman Lane.*'

Mrs. Behnke verified with Mr. Spraker that the property owner would own the accompanying software and would have the capability of setting the number of copy changes and the timing.

Mr. Opalewski verified with Mr. Spraker that only houses of worship were allowed ECC signage along Granada Boulevard.

Mr. Spraker pointed out that properties such as the South Forty Shopping Center could not have electronic signage on Granada, but because the property also fronted on Clyde Morris Boulevard, they could have an ECC sign if located more than 200 feet from Granada Boulevard.

City Attorney Hayes stated for the record that Doug Thomas (Chair) had arrived.

City Attorney Hayes also pointed out that signage regulations were always tricky and explained that there has to be some rational basis that advances a legitimate government purpose, such as by means of zoning and setbacks. He stated for the record that allowing a commercial business to have ECC signage, but not a house of worship, could be viewed as discriminatory. He said that allowing the signs along the Granada Boulevard corridor would be all right, as long as the city did not except out certain businesses over others; he also cautioned that the regulations should not allow some uses to have different operational aspects (such as more frequent copy changes) than other uses. He said that legal staff had been researching the issues since receiving direction from the city commission at their last meeting and would continue to do so.

Mr. Thomas asked Mr. Jorczak to continue to chair the item.

Mrs. Press said that the proposed language did not limit the use of color. She recalled that The Trails had been approved for their ECC signage because some of the stores were not visible to passersby, a result of the center's layout. She said that The Trails sign now utilized two colors.

Mr. Spraker said that Tomoka Plaza could have had the same type signage if approved by a Special Exception or Planning Business Development at that time. Since the language was no longer in the Land Development Code, he pointed out that the signs were totally prohibited and that even the city's sign was now nonconforming.

Mrs. Press also pointed out that one of the other issues not mentioned was that there was no restriction on font size.

Mr. Jorczak referenced the questionnaire he had sent to staff and said that there were no color standards in the specifications. He pointed out that LED's now allowed a nearly infinite color range for both background and text and suggested that it be addressed in the Code language. He said he had also questioned the number of potential physical locations for electronic signage in Ormond Beach and reported that, per staff analysis, there were some 350 locations that could allow varying sizes of such signs, given the property constraints. He also asked if there were any proximity standards being considered, such as the distance allowed between the signs. He expressed concern with the language being considered, since he felt there could eventually be a myriad of electronic signs in Ormond Beach that could negatively alter the character of the city.

Mr. Jorczak said that his questions regarding the existing proposed had been raised to aid in the Board discussion so that staff and the City Commission could determine if the language presented was perhaps too broad. He stated that he understood the use of the electronic signage for the public benefit, particular for safety and disasters purposes, but felt that a more gradual approach would be prudent.

Mr. Spraker recalled a suggestion at the City Commission meeting to establish separation criteria for the signs; he said staff suggested a 600-foot minimum separation on a first come, first serve basis. He responded to Mr. Opalewski that the separation requirement for existing monument signs was 100 feet, but noted that it was not typically an issue.

Mr. Opalewski questioned whether the electronic changeable copy would simply be a component of the monument sign, and if so, whether or not a property owner could continue to have the vinyl component as well.

Mr. Spraker explained that at least 50% of the sign would have to be non-electronic changeable copy; if allowed a 120 square-foot pole sign, the maximum EEC sign area would be 60 square feet. He agreed with Mr. Jorczak that the sign would not necessarily have to utilize the static information, but that the static area would still have to be integrated into a portion of the sign.

Mrs. Behnke asked how, e.g., Publix handled changing the fixed portion of their sign.

Mr. Spraker stated that a sign contractor would physically change the fixed portion of the sign.

Mr. Jorczak opened the hearing to the public.

Mr. Matt Reardon, 1687 West Granada Boulevard, an attorney on behalf of Calvary Christian Center, and a resident of the city, said that he had been involved in the discussion since it was first forwarded to the City Commission from the Planning Board. He said that Calvary Christian Center, along with some other churches, had asked for the houses of worship to be allowed electronic copy signage, primarily because they are located on Granada Boulevard. He recalled that the original sign plan (that included EEC signs) recommended by the Planning Board and considered by the City Commission had totally excluded properties along Granada Boulevard, allowing churches not on Granada Boulevard to have electronic signage. He said that they were working to also include houses of worship along Granada Boulevard, and noted that ECC signage was now allowed for churches in other jurisdictions.

Mr. Reardon stated that they were currently using the outdated channel-letter signs, which required manual changes. He said that the new sign would allow the church to advertise not only their events, but also community events, provide public service announcements, etc. He said that the monument sign at Calvary Christian Center was moved from its original location at the now-Performing Arts Center and was grandfathered in. He said that their intent was to replace that sign with one that not only complemented their facility, but that would be a nice addition to the community, and thought that an electronic copy sign would accomplish that.

Mr. Reardon acknowledged the City's great counsel, but said that as an attorney who dealt with other jurisdictions, he would caution the Planning Board against specifics regarding things such s font size and color. He said that the greater the limitations, the more difficult the code enforcement issues. He also expressed concern about the concept of first come-first serve, pointing out that the RaceTrac gasoline station was being built across the street from the church; he said they would have to race to city hall to see who get their electronic changeable copy sign first. He said that while the gas station wanted to have the ability to change their gas prices, the Calvary Christian sign was for a completely different use. He stated that the church was in full support of the ECC signs as written, and urged the Board to make their recommendation to the City Commission so that the Code change could be acted upon.

Mr. Jorczak questioned whether the existing nonconforming church monument sign could be converted to an electronic changeable copy sign or whether it would have to be completely reworked in favor of the current (smaller) size requirements.

Mr. Spraker responded that the improvements/alteration would exceed the cost threshold established by the code for a nonconforming sign; therefore, the sign would have to be totally rebuilt to current allowable specifications.

Mr. Opalewski asked if city staff had looked at the sign ordinances of other communities and whether electronic changeable copy signs were allowed.

Mr. Spraker replied that Holly Hill, South Daytona and New Smyrna Beach allowed the ECC signs with varying regulations; he added that Port Orange allowed them only for governmental use and at major shopping centers, similar to what was done with the sign at The Trails. He added that Daytona Beach was struggling with the issue. He also reminded the board members of the photographs of ECC signs in the County that they had seen earlier and reported that City staff had met with the firm (Dektronics) in New Smyrna Beach, Florida, that did the display for the City Commission. He agreed with the city attorney that one of the purposes for regulating signs was to control the aesthetics of the community.

City Attorney Hayes expressed concern with the suggested 600-foot separation between signs and stated that the legal department needed to research it further. He said that the issue was whether or not the aesthetics and the elimination of visual blight would be enough to satisfy the rational basis test, i.e., would it advance a legitimate government interest. He questioned the difference between establishing the proposed separation of ECC signs at 600 feet, as opposed to 200 feet or say, 900 feet, and pointed out that the issue would be the same. He felt that the first come-first serve basis would be somewhat discriminatory. Mr. Hayes reiterated that legal staff would be continuing to study the issue as it moved forward.

Mr. Opalewski questioned if Legal would have a problem allowing electronic signs only for houses of worship on Granada Boulevard and not businesses.

City Attorney Hayes felt that the answer was to address the issue from a zoning perspective and opined that the city's planning staff had done a good job of trying to limit the signage along the Granada Boulevard corridor, already identified as the commercial gateway to the city. He stated that the question was whether or not the conditions established to regulate that would be sufficient enough to satisfy the rational basis test.

Mrs. Behnke reported numerous phone calls in the last week and a half and said that all but two calls opposed the change. The said that the two calls in favor of ECC signage were both businesses; the rest of the calls from residents were not in favor of the signs. She expressed concern with the possibility of more than 300 such signs being allowed in the city and said that she did not want Ormond to look like some of the other local cities; she felt that Ormond Beach was a more beautiful and gentile city.

Mrs. Behnke voiced her concern with enforcement of the ECC sign regulations. She acknowledged that the city's code enforcement was complaint driven, but felt it was basically

ineffective; she pointed out that violations occurred in the evening and on weekends and that if code enforcement staff did not see a violation, they could not pursue a remedy. She said that once purchased, the buyer had the software to effect the change in sign display and copy and said there would be no one to ensure that operation of the signs remained as permitted. She referenced Option 3, saying that to reward someone for responsible operation (what they were supposed to do anyway) was ridiculous, particularly if it meant they then would be allowed to have what the regulations did not permit, i.e., a display that could flash, spin, etc. She further pointed out that the signs could ruin the city's aesthetics and that restoring the city's appeal would be very difficult to achieve.

Mrs. Press stated that the subject of signs always evoked strong emotional reactions. She thought that many business owners, if left to their own devices, would do whatever they could to call attention to their businesses and products, even if it meant painting their buildings in all kinds of eye-catching colors, using pole signs, etc. She said that without the city's regulations, all the main roadways in Ormond would look like SR 436 in Altamonte Springs.

Mrs. Press said that one of the reasons the electronic changeable copy signs were so expensive was because of the capability to flash, pulsate, spin, rotate, scroll, animate, use a number fonts, colors and backgrounds, and said she doubted that the owners would be content with the limitations established by the city. She likened the situation to buying a Maserati and expecting the owner to drive only 25 MPH; she said it would only be a matter of time before users would ignore the ordinance and that it would then be up to the city to police the violations. She agreed with the city attorney that any ordinance had to be reasonable and fair to all and opined that government could not be allowed 100% of sign area for changeable signs, while everyone else was allowed 50%.

If changeable signs were such an improvement, Mrs. Press stated, then everyone should be allowed to have them regardless of the use. She agreed with Mrs. Behnke that Option 3 (the reward for responsible operation) made no sense and would appear to allow options to which the citizens of Ormond Beach are vehemently opposed. She said that owners of signs with such vast capabilities would not be content to live within the requirements outlined at the City Commission meeting and that it would only be a matter of time before the city would have distracting, flashing, pulsating, and animated signs, which were designed to catch the passersby's attention. She stated that the electronic changeable copy signs were controversial for a reason and that the distractions created for the passing drivers would have devastating consequences.

Mrs. Press thought that there were many other ways for both churches and businesses to get their messages out and that ECC signs were not the way to do so. She stated that it was not the residents who were clamoring for the signs and that the Planning Board should be representing the residents.

Mr. Opalewski agreed that it was a difficult issue. He said that he did not find the electronic sign at The Trails to be offensive and thought that the signs made sense as a way for government (such as Leisure Services) to disseminate information to the public. He stated that his issue with the signs was in allowing one sector the use of the signs and denying that others that same right. He thought that the static electronic sign used to advertise gas prices at the Love's station, e.g.,

actually looked nice, but added that the would not want to see flashing, animated or pulsating signs at every business.

Mr. Thomas agreed. He asked the city attorney if the item had sufficient legal support to allow it to move forward to the city commission or whether legal staff would feel more comfortable by looking at additional options.

City Attorney Hayes said that signage issues were always challenging, but that the issue of electronic signage, currently before the Board, was a bit more complicated because it was a new technology for which there was not yet much regulation history and each community was struggling to adequately address the needs and concerns of their residents. He stated that the easiest way to regulate the ECC signs was not to allow them.

City Attorney Hayes explained that policy issues were the concern of the City Commission, who would take into consideration the Planning Board's recommendation and that city staff had to work with the direction from the City Commission and try to create the best regulations possible. He thought that in the case of the electronic changeable copy signage that planning staff had done an admirable job; he said that staff would address the concerns raised and present those issues to the city commission when re-presenting the item. He said that the City Commission might decide they did not want to regulate the electronic signs; however, if they did decide to regulate them, then staff would have to create the most enforceable regulation possible. He acknowledged that there were aspects of the issue that concerned him and informed the Board members that he would work with planning staff to educate both the Planning Board and the City Commission and to create the best possible regulation for the city. He said that the question was not an easy one to answer.

Mr. Thomas agreed with Mr. Opalewski that the electronic sign at the RaceTrac station was very informative and advised that he found the new electronic sign at the Performing Arts Center (PAC) much easier to read than the old sign. He thought it was less distracting for him and therefore, safer. He also felt that the concept of first come-first serve was unfair and pointed out that the new technologies were more easily accepted by younger residents, who were more technologically savvy.

Mr. Thomas stated that not all business people had a used-car-salesman, struggling-home-builder mentality and said that there were many businessmen who tried to conduct their businesses in a respectable and responsible manner. He agreed that there were some who would try to create a circus atmosphere, but that there were also many good business people in whom he had faith.

City Attorney Hayes suggested that in their deliberations with respect to the regulation and each of its components, the board members ask themselves if the regulation would result in 1) advancing a legitimate governmental interest, and 2) if there was a rational basis to support it. He thought that there might be a rational basis for some components and not for others. He said that since the purpose of signage was to convey a message, they could try to distinguish between the differences, if any, in the messages conveyed by the electronic signage and those conveyed by traditional signage. He felt that what made electronic signs so vastly different was that they needed different types of standards, and it was those differences in standards that created the pitfalls.

City Attorney Hayes expressed concern with the suggested 600-foot separation distance between electronic signs, as he did with the proposed first come-first serve standard. He said that treating one commercial establishment differently from another, and treating houses of worship differently from commercial establishments were also problematic. Although it could be approached from a zoning perspective, Mr. Hayes said, he reiterated that the regulation had to demonstrate that the city was trying to advance a legitimate governmental interest and that there needed to be a rational basis for doing so, i.e., some nexus between the basis and the interest that the city would be trying to advance. He suggested that the board members use that information to simplify the electronic signage issues.

Mrs. Behnke agreed that electronic signs were the wave of the future, but stated that the regulation and content needed more work [before it would be ready to proceed back to the City Commission]. She likened the issue to the specific language that had been added to the LDC regarding sandwich board signs and pointed out that although written out in easy-to-understand language, the regulation was constantly being violated. She said people were using wire signs stuck in the ground, flying flags, and using human directional signage; she said her biggest concern was in how the regulation would be enforced. She stated that she had no problem with the electronic sign at The Trails, but did have a problem with the potential for 300 such signs throughout the city.

Mr. Jorczak thought that the sign separation requirement presented a problem and established a discriminatory situation, pitting one legitimate business against another. He agreed that the signs were few and far between at present, but pointed out that the potential for more such signs was great. He felt that the regulation options were, at present, incomplete and needed more work to address issues such as sign size and location in relation to other electronic signs. He did not feel that the Planning Board was ready to make a definitive recommendation to the City Commission and stated that if pressed, he could not vote to recommend approval. He said that there were simply too many unanswered questions that needed to be addressed. He clarified that he was not opposed to electronic signs per se, since they served a very real public need in communicating public safety issues/information for the benefit of the community. He thought that perhaps any regulation could differentiate between what could be done by a governmental entity vs. what could be done by others. He restated that the Board was not ready to make a recommendation regarding electronic changeable copy signage.

Mrs. Press observed that the billboard in the Rivergate Shopping Center changed constantly, flashed and was animated, yet she did not know what the sign was advertising. She said that likewise, the electronic sign at the PAC was also not as productive as might be believed, and not as successful in getting the message out as were traditional signs. She said that the sign at The Trails was not offensive as it was currently used, but if the font or background changed, it might not be as informative. She said that the current methods for government to disseminate information worked well and again said that the people of Ormond Beach did not want the electronic signs. She agreed with Mrs. Behnke that allowing electronic signs should be put to a vote of the residents.

Mr. Thomas remarked that the Leisure Services sign was much easier for the younger residents to read than for older citizens, and pointed out that the younger people were the ones who were registering their children and using the information provided. He reported that as Vice Chairman

of the Leisure Services Board, the entire LSB would strongly disagree that the traditional methods [of communicating that information] were as effective, as would many parents with children in sports in Ormond Beach. Saying he meant no disrespect, Mr. Thomas said that the younger generations of residents readily accepted electronic messaging and was what they expected. He agreed with the other board members' concerns with flashing signs, as well as the potential number of electronic signs that could be permitted; he also felt that the item should be tabled until the board members had more information on which to base a recommendation.

Mrs. Press recalled the commission meeting at which the idea was conceived and said that an issue of such importance to the city necessitated study and consideration before being adopted. She said that the matter was too important to simply push through a regulation. She stated that if the signs were so wonderful, everyone should be able to have them, not just those in certain locations or for certain uses. She reiterated that she was opposed to rewarding someone for doing what they were supposed to do anyway.

Mr. Thomas agreed.

Acting Chair Jorczak remarked that the consensus of the Board members seemed to be that more work was needed. He asked if there was a mandate from the City Commission for the item to move forward immediately.

Mr. Spraker said that staff would need specific direction as to what they were to research if the Board members voted to table the item.

Mr. Jorczak acknowledged that staff was trying to establish parameters for a most difficult issue that would have to stand up to legal challenge.

Mr. Spraker recalled that the original intent (December, 2008) was to allow electronic changeable copy signs only in traditional commercial corridors and was the reason that they were not allowed in the Granada Boulevard (Office/Professional) corridor. He said it was up to the Board to decide whether or not they wanted the signs at all, wanted to narrow the scope, or limit them to certain areas. He cautioned them that the city attorney had already expressed his reservations with limiting the use of the signs to a specific use or location.

Mr. Jorczak suggested that they hold a workshop with the planning board members and city staff to help in identifying the issues and solutions. He noted that there were already two electronic signs in the city, as well as electronic signs in the immediate surrounding areas. He said that the idea was to create an ordinance that would ensure that the signs were done in a tasteful manner. He agreed with Mr. Thomas that business owners utilizing an ECC sign would want something in which he/she could be proud because it would be associated with their business. He acknowledged that there were, however, those who would not care as long as the signage promoted their businesses. He reiterated that more internal discussion was needed.

Mrs. Press suggested that perhaps the signs could be permitted by Special Exception, thereby being allowed to operate under specified conditions.

City Attorney Hayes pointed out that there would still have to be established standards and reasonable regulations. He agreed with Mr. Jorczak that it was the same situation as with

murals. He said that a simple motion to continue the item indefinitely would suffice and would give city staff an opportunity to more clearly define the legal parameters and to establish a benchmark from which to evaluate the concept before submitting any recommendation to the City Commission.

Mr. Spraker assured Mrs. Press that the item would not go forward to the City Commission for action until the Planning Board made a formal recommendation.

Mrs. Press commented that the item had been conceived on the fly at a city commission meeting and said that the language before the Board was flawed.

City Attorney Hayes said that he wanted to study the issue further prior to any additional meeting or workshop discussion.

Mrs. Press questioned the need for a workshop.

Mr. Thomas said it would allow them to work through their ideas in a more informal setting.

Mr. Jorczak said it would also allow them to decide whether or not to permit electronic signs in the city and if so, in what situations they would be appropriate. He said that if they were going to proceed, they would need to establish effective guidelines and necessary controls.

Mr. Spraker responded to Mrs. Press that it was the overall sign amendment that was shared with VCARD (Volusia County Association for Responsible Development) and the Chamber. He pointed out that it had gone to the Planning Board more than once. He reiterated that with regard to the electronic changeable copy signs, the basic question was whether or not to allow them at all.

Mrs. Press said she was ready to vote against allowing them in Ormond Beach.

City Attorney Hayes informed the Board members that a no vote would allow the item to proceed to the City Commission; he pointed out that legal staff still wanted to look at the issues. He responded to Mrs. Press that while he wanted time to study the related issues to determine what would and would not work, his office would not let the item stagnate. He advised Mr. Jorczak that he did not believe it was necessary to set a time limit.

Mr. Jorczak thought that 60 days would suffice.

Mr. Thomas questioned whether a property owner in the County would lose the right to use a very expensive electronic sign if the property were subsequently annexed into the city.

City Attorney Hayes explained that the property would be allowed to keep the sign, pointing out that there was already such a case with Destination Daytona when it annexed. He said that if a use was lawful at the time it was established, then rendered nonconforming because of regulation changes, it would be grandfathered in and the use could be continued as long as it was not destroyed or abandoned.

Mr. Reardon reminded the Planning Board that although there were 300+ potential locations in Ormond Beach that could accommodate an ECC sign, the substantial cost of those signs ($50,000-$70,000) would preclude their use for most people/businesses. He stated that because of the cost-prohibitive nature of the signs, there was little chance that Granada Boulevard or the other main arteries would ever take on a Las Vegas appearance. He reminded the Board members that the previous sign code amendment had included language for electronic copy signs and had fewer regulations than did the current proposal. He expressed concern that the Planning Board members would now change their minds while considering the electronic signage as a separate issue. He said that he did not think that the sign at the PAC was offensive and was in fact better looking than some of the other signs in the city. He thought it was an opportunity for the City to craft a regulation that would result in good-looking, modern signs that would show that Ormond Beach was a community that embraced positive change. He said that the City needed to do everything possible to embrace businesses, embrace the residents who live and operate businesses, and embrace houses of worship in the city. He thanked the Board for the opportunity to address them.

Mr. Jorczak explained to Mr. Reardon that the Board was charged with considering the implications of the regulations that they enacted, not just in the short term, but to try to anticipate the results of their actions 20 years in the future.

Mrs. Behnke acknowledged that the signs were expensive, but asked Mr. Reardon if he had a problem in delaying their decision and possibly enacting additional regulation.

Mr. Reardon understood Mr. Jorczak's position and advised Mrs. Behnke that he had no problem with additional regulation. He did, however, point out that he had not heard anyone give the [planning or legal] staff some clear direction. He noted that the more specific the direction and the more specific the regulation, the more that code enforcement personnel would be required to know in order to enforce that regulation.

Mrs. Behnke remarked that the Board members clearly wanted the space requirement eliminated.

Mr. Reardon stated that there never was such a requirement, but was included only as a potential option to consider, as was the suggestion of rewarding those who adhered to the requirements.

Mrs. Behnke said that she had no problem with a detailed requirement for the city's code enforcement personnel to pursue and said that they could not do so without it.

Mr. Reardon agreed, but stated that the Code was actually a little too restrictive in allowing only once-per-day copy changes. He said that a lot of people would not invest in an electronic sign under the current regulations; he said there was no point spending money on technology that they could not use. He added that the current problem with the Code was that it did not allow ECC signs. He said that with all the great ideas, the code did not allow them to do anything.

Mrs. Press responded that to be exactly the point of the restrictions, since the people of Ormond Beach did not want the signs.

Mr. Reardon disagreed and explained that the reason Calvary Christian Center had asked to be allowed to change their copy up to one time each hour is that they have a school and a pre-

school, as well as a church. He said that each of those has many activities, such as special services, school performances and outreach, and that it would be much easier to change electronic copy than to change out channel letter signs. He pointed out that the billboard at Nova Road and Granada Boulevard changed its copy every eight seconds.

Mrs. Press said that the information they would display on the church sign was primarily to inform the members of their church community. She said that there were other ways to publicize the information, such as announcing the activities at the church services, sending notes home with the students, or by e-mail notification.

Mr. Reardon agreed that there were many ways to disseminate information, but pointed out that the information was not just for church members. He said that the school auction to raise money often attracted passersby and that those people, not affiliated with the church, often showed up for those kinds of activities, as well as for performances and concerts being held there. He said that they would sometimes come to church because the sermon title shown on their sign was something that visitors thought might be interesting. He agreed that e-mail and announcements were a good way to let their congregation know about their activities, but said that the information would not otherwise reach people outside of the church community. He pointed out that no one would know about the Southeast Dance annual showcase if they did not read it on the Performing Arts Center sign.

City Attorney Hayes clarified for the meeting participants that using the billboards as an example was misleading, since they were the product of litigation resulting from the 1998 fires. He said that as a part of the settlement agreement, the advertising company removed most of their old signs in return for being allowed the two electronic billboards.

Mr. Thomas suggested that the board members compare the look of the electronic billboard at Granada Boulevard and Nova Road with the new signage at that same intersection. He also pointed out that the majority of the businesses along North US 1 were located in strip centers or multi-tenant centers and that of those that were not, quite a few were churches. He said he just did not foresee requests for huge numbers of electronic signs, particularly given the cost. He added that of the many individual businesses along Hand Avenue from Nova Road to Clyde Morris Boulevard, all were in about six different buildings. He thought that they were overestimating the demand for electronic signs and stated that as a businessman, he would have to repeatedly lose his existing signage before spending $75,000 for a flashing sign. He reiterated his desire to study the issue further.

Mr. Thomas made a motion to continue the item to the next Planning Board meeting.

Mrs. Behnke seconded the motion, which was approved by unanimous vote of the Board.

VIII. OTHER BUSINESS

There was no other business to be discussed.

City Attorney Hayes did not think there was pressing timeline for some of the items; he said that they could always continue any item for which they wanted to have more discussion.

Mr. Goss had no objection to the continuation.

Mr. Wigley made a motion to continue LDC 10-111 until the next Planning Board meeting.

Chair Thomas suggested moving the item to the end of the meeting.

Ms. Dorian Burt acknowledged that the sign issue was important, but said that the Form Based Code was also. She pointed out that they were already halfway through the discussion and that there were a lot of people who had worked on the Code and who felt very strongly about it. She requested that if they had to continue the item to the next meeting, that it be first on the agenda. She restated her desire to continue with the discussion.

Chair Thomas agreed with Mrs. Press that there were many important items to be discussed. He expressed his concern, however, with the members of the audience who had been waiting to talk about an item that had been second on the agenda.

Mrs. Behnke seconded Mr. Wigley's motion.

Mr. Wigley then withdrew his motion in order to have the opportunity to further discuss the Code if they had time at the end of the meeting. As suggested by the city attorney, he **made a motion to table the item until the end of the meeting.**

Mrs. Press seconded the motion, which was approved by unanimous vote.

Electronic Changeable Copy Signage

City Attorney Hayes said he wanted to establish some parameters prior to the discussion to ensure there were no false expectations. He stated that the item before the Board was a discussion item only; therefore, there was no proposed ordinance on which to act. He explained that his legal staff had researched the issue in order to determine the legal parameters in the event that the Planning Board wanted to recommend to the City Commission that they adopt an ordinance with standards to allow electronic signs.

City Attorney Hayes stated that it was very difficult and complicated subject matter and said that staff had struggled in their efforts to simplify the issues, both by using lay terminology and by condensing/limiting the amount of information provided. He said that the legal memorandum was an attempt to categorize the information into some general rules, but pointed out that he did provide a copy of one case to show the complexity of the subject matter. He reiterated that the item was for discussion only and was not the Amaral project; he cautioned those present to limit their remarks to the matter at hand.

Chair Thomas added that the Board was soliciting thoughts on whether or not to allow electronic changeable copy signage, not on a specific application. He addressed those present, saying that

although he was trying to be very open, he was also attempting to stay in bounds. He opened the meeting to public comment.

Antonio Amaral, Jr., representing Amaral Custom Homes, 13 Utility Drive, Palm Coast, Florida, said that without trying to get too specific, he was a little upset about the continuance [of the Amaral Sign item] with less than three hours notice. That being said, Mr. Amaral commented that it was apparent at the last meeting he attended that signs were a continuing issue for the city.

Mr. Amaral opined that electronic changeable copy signs provided a more aesthetically pleasing alternative to the current requirements which would allow for a certain project to have 38 A-frame signs of up to 6 square feet, or 38 banners of a maximum of 64 square feet for 14 consecutive days, 4 times a year. He explained that his signage along the North US 1 corridor was actually out of place, compared to the other existing signs in that area and thought that there should be some allowance in the regulations for that type of situation. He pointed out that changing [the rules for] only one property would not change the overall view from the road along the corridor.

Chair Thomas thanked him for his comments and for speaking in generalities.

Mr. Norman Lane, 1314 Northside Drive, said he thought that everyone present agreed that having a proliferation of blinking signs would seriously detract from the beauty of the city. He recounted the discussions regarding the desire to allow some signs at a few churches and limiting their impacts, then because of discrimination issues, allowing all churches to have the signs. The same issues had been discussed for businesses, he said, as well as discussions about allowing no more than 1 sign every 600 feet, which was then determined to be impractical. He said that the concept of first come, first serve would not work and that to date, he had not heard of a good way to limit the density of the signs. He remarked that although the signs had been reported to be cost prohibitive for most, that could be expected to change as they became more common. He cited electronics and big screen TV's as examples.

Mr. Lane also referenced the proposed restrictions on the brightness and the frequency of change, as well as the issues of color and characters on the signs, but said that would become the responsibility of the city's code enforcement, since there was no physical way to stop it. In short, he said he believed that it would be impossible to truly restrict the signs once they had been approved. He thought that the proliferation of those signs would be a huge and negative impact on the appearance and the character of the city and urged the Board not to recommend allowing any more than already existed.

Mr. John Bandorf, 18 Village Drive, said that without getting into particulars, he was concerned that the item that had been tabled. He thought it totally inappropriate that many of those present had received only three hours notice that a recommendation would be made to continue the item and stated that had yet to hear a good reason why. He said that the Board had demanded answers from the people who were requesting approvals and felt that the citizens before them deserved to know why the item was tabled. He said that they had received an e-mail informing them that one of the board members had a concern about hearing the application prior to the electronic ordinance being passed, but said that the city had a history [of such actions]. He cited the recent approval of a mural that was painted with a permit, yet in 2000, the city had taken the position

that a mural was a sign. He said that subsequently, the owner of a restaurant asked for a special exception for a mural and was told that the city did not yet have standards for murals. He felt that they should also be able to apply for a special exception to have their mural.

Mr. Bandorf said that the people in attendance were business owners trying to make a living. He said that he had just heard the Board approve the amendment for the project to house workforce housing, but said there would not be any jobs available if the city was not going to work with the businesses in the city. He said he did not understand why one applicant had to wait for standards to be developed, while another applicant did not. He said he was still awaiting an answer to his question as to why the item had been delayed.

City Attorney Hayes said his only comment was that there were sign standards in the [Land Development] Code for properties in the Greenbelt Preservation District and that the application process did not conform to those requirements.

Mr. Bandorf questioned how it did not comply.

City Attorney Hayes said that he would not get into that discussion other than to say it had been continued for further discussion and that he had rendered a legal opinion to the City's planning staff that afternoon with respect to problems with the application. He apologized for the late notice, but said it was not his doing. He said the Board would be happy to hear his input with respect to the desirability of electronic signs.

Mr. Bandorf stated that he had been brought up to believe that the government answered his questions. He said that the government had required the applicants to answer every one of their questions, but that he had just been told by his government, the city of Ormond Beach, that they could not say why that application had been tabled.

City Attorney Hayes stated for the record that the item in question was a public hearing item which required discussion during the public hearing process; therefore, they would not have discussion outside that public hearing process. He reiterated that in his legal opinion, the application was deficient and did not meet the standards for signs in that district; consequently, the consideration of that application that evening was inappropriate. He restated that the item had been continued and said that staff would revisit it and that the Legal Department would help them with the legal implications. Although he said that he understood the frustration of the residents and was not trying to be argumentative, they had to abide by the procedural requirements. Mr. Hayes said that it was his obligation to protect the record as they moved the issue forward and that they needed to discuss the item at hand, i.e., the general discussion regarding electronic signs.

Chair Thomas asked if a reason for the continuance would be available to the public at some point in the future.

City Attorney Hayes reiterated that the reason for the delay was that the application did not conform to the sign standards in the Code for properties in the Greenbelt Preservation area. He said that staff would re-evaluate the request to see how it could conform to those requirements.

Chair Thomas advised those present that although it might not be the answer they were looking for, the city attorney had answered the question.

Mr. Philemon Mitchell introduced himself as the owner of Suzee's Closet consignment shop in Amaral Plaza. He stated that he was saddened to see that Crossline Pottery was closing and leaving Amaral Plaza. He acknowledged the board members' comments regarding the economy and said that they knew the economy was in trouble and that was the reason they needed the Board to be progressive, expedient and fast. He said that they were trying to run their businesses and survive, but that their customers were telling them that they needed signs to let people know where they were located. He remarked that if they complied with the current signage regulations, the result would be ugly; he pointed out that the business owners were as concerned with aesthetics as anyone else. He stated that their options were to clutter up the frontage or put up one nice sign. He said that the Board looked like an experienced body, but were apparently inexperienced in handling something new. He said that the business owners needed them to be a little more progressive and a little more visionary; not reactive, as the mayor had said, but proactive. He thought they should look forward and anticipate what was about to happen in the city and be prepared for it. He felt that they had dropped the ball. He said that the reason the businesses were failing was not because of their prices or the quality of their products, but because no one knew where they were. He asked that the issue not be allowed to drag on for weeks and months.

Mr. Matt Reardon, 1687 W. Granada Blvd., said that he was appearing on behalf of Calvary Christian Center and as a citizen of Ormond Beach. He echoed Mr. Mitchell's comments and expressed his frustration as a citizen, as well as an attorney with a client to represent. He said that staff had done a great job of writing a sign ordinance that included electronic copy signs, which had been recommended for approval by the Planning Board and forwarded to the City Commission for their hearing. He said that the Commission, on the second reading, pulled out that one component (the electronic copy signs) because they had requested that churches of certain size be excluded from the ordinance. He said that the mayor had taken a consensus of the majority of the Commission at that meeting and had then directed staff to write an electronic copy sign code that would conform to what the 3-2 majority of the Commission had said they would like to see.

Mr. Reardon recalled that at the Planning Board meeting two months earlier, he was the only person other than Mrs. Press' husband and planning staff who had attended to discuss electronic copy signs. He said that he now understood that there was a lot of opposition to the signs and had attended this meeting to tell the Board that they wanted electronic copy signs in the city of Ormond Beach. He said he was frustrated by the lack of movement by the Planning Board, because he thought that the staff had done a pretty good job and instead of considering an electronic copy sign code asked for by the City Commission, they were instead back to another discussion. He reiterated that as a citizen of Ormond Beach, and on behalf of his client, he wanted to see a well-thought-out electronic copy code sign recommended for approval by the Planning Board at some point so that it could go before, and be considered by, the City Commission. He said that electronic copy signs were the wave of the future and could be done very tastefully and appropriately. He thought it was the job of the Board to work with staff to find the appropriate language and to move the item forward, not simply continuing to stall it so

that the city looked like a stagnant community. He urged the Board to find a way to develop an electronic copy sign code with which they were comfortable, so that the issue could be taken to the City Commission to establish an electronic copy sign code for the city of Ormond Beach.

Ms. Cathy Gilyard, a business owner in Amaral Plaza, stated that they were very proud of their accomplishments at the Plaza, but said there were serious issues to be addressed. She said that the signage would help all those who had invested everything they had in their businesses.

Ms. Debbie Kruck, owner of Fitness and Pilates Studio in Amaral Plaza, said that the businesses were simply trying to make it. She stated that her fiancé, Sgt. 1st Class Timothy Forrester, was currently putting his life on the line for the fourth time so that they could have the freedom to run their businesses and prosper, whereas she was attending a meeting to squabble over whether or not they could have a sign.

Mrs. Behnke stated that she was 70 years old, but would match her electronic abilities with anybody in the room. She said that her problem with the signs was not because they are electronic or because they were signs, but because Ormond was an elite, upscale city. She asked staff what the minimum price was for electronic changeable copy signs, with and without animation.

Mr. Spraker said a conservative estimate was probably between $30,000 to $50,000 for a basic sign, but that the price range could go much higher.

Mrs. Behnke said that $30,000 would buy an electronic sign and that once the customer bought the software, they could change the sign anytime they wanted.

Mr. Spraker said it was the same concept as a manual reader board.

Mrs. Behnke said that the city's allowing the signs to change only once every 12 hours did not mean that the business owners would comply, only that code enforcement action would then be necessary. She said that the original legislation mandated only fixed signs (no flashing, spinning, twirling, scrolling), but recalled that the request had been for a sign that scrolled from top to bottom or from side to side. She said that she simply did not think that their city needed to be trashed that way. She thought that the signs could be attractive and might be okay if maintained and handled correctly, but did not believe that would happen. She said that the city did not need to be a flashing Las Vegas.

Mr. Jorczak thanked the city attorney for the case law he had provided. He acknowledged that, as pointed out by Mr. Spraker, a distance requirement was never part of the drafted ordinance (only mentioned as part of the discussion) but asked the city attorney if there had been any information in the case law regarding distance/separation requirements for electronic signs, or regulations that would permit signs in only some locations within a certain zoning district.

City Attorney Hayes agreed that the separation distance had not been part of the ordinance, but had been suggested in the discussion memo as a possible alternative. He said that restriction with respect to place and manner had been studied as part of the legal review and that although it had given him some concern, it was one of the elements that was probably enforceable.

Mr. Hayes said that a number of communities had adopted such ordinances, but that the tricky part was in developing objective standards that were content-neutral. He said that there were, however, a number of cases regarding ordinances that indirectly affected content and that the courts had held those ordinances to be invalid. He said that each case was fact-specific to the issues involved and that the courts had generally struggled with the analyses, but that over the years they had developed a number of tests by which to analyze the situations. He further explained that signage was a form of speech, protected under the Constitution of the United States. He said that certain aspects of speech could be regulated by government, whereas certain other aspects could not, and that commercial speech could be regulated more so than non-commercial speech.

Mr. Jorczak asked that he define commercial speech for those present.

Mr. Hayes said that commercial would be something with an economic interest; non-commercial would be residential. He explained that depending upon how an ordinance or regulation was structured would determine whether or not it addressed commercial speech, non-commercial speech, or a mixture of the two, which usually resulted when ordinances created exemptions (e.g., a sign could be placed here, but not there). He said that the courts had determined that once labels were placed on exemptions by the use, it deemed to be related to the content of the sign. He cited the example of allowing religious signs, but not some commercial signs, i.e., favoring the reglious over the commercial.

Mr. Hayes continued by saying that the same rationale was present when creating exemptions for allowing government the right to do something that commercial could not, i.e., the implication that speech by government is favored over speech by others, which also goes to content. He said that, generally speaking, those pitfalls made it difficult to adopt and apply an ordinance consistently over time without making any changes to them. He said that it could be done; it was just difficult to do. He said he had tried to set forth the different standards and tests that the courts used in evaluating commercial vs. non-commercial, and content-based or content-neutral. He said that depending on the speech involved, different tests apply.

Mr. Hayes said that the question of distance was something that initially concerned him, but that based on his research, he was more comfortable that it could be an objective standard and could be regulated. He said that they could regulate based on zoning, operational standards, etc., but did not believe that the regulations could sub-classify within a zoning district. He said that they just had to be careful not to favor some over others.

Mr. Jorczak inquired as to whether the ordinance could address the issue of density in order to preclude having a string of electronic signs along a thoroughfare.

Mr. Hayes responded that, depending on the individual circumstances, it would most likely be a reasonable time/place/manner restriction. He explained that standards addressing setbacks and dimensional criteria, composition materials, brightness, etc., were valid, but that attempting to regulate the type of message displayed would not be valid. As an example, he said that an ordinance limiting electronic signage to the time and temperature would be invalid because it dealt with content. The challenge in creating standards for electronic signage was in dealing with

content, he said, because the city wanted them to be aesthetically pleasing, but that it was possible to develop an ordinance that would the legal criteria and be objective.

Mrs. Press recognized that business people in the city would not understand why their neighbors (developed in the County) could have the signs but stated that similar to murals, the content of the electronic signs could not be regulated because of the freedom-of-speech issue. She agreed that they would be a way for the Calvary Church to get their message out, but worried that the sign could also be used to espouse religious positions on controversial issues.

Mr. Hayes said that based on the case law that legal staff had reviewed, houses of worship are non-commercial uses and have more protection on speech than do commercial uses he agreed that the city could not dictate the type of message displayed on signs, whether traditional or electronic. He thought that the city could probably allow some non-commercial electronic signs, without having to allow them for commercial uses, but pointed out that the city could not regulate them if, e.g., a church wanted to recognize a business for contributions or good works by thanking them publicly (on a sign), even though it might be construed as a form of advertisement. He clarified that he was not suggesting it would happen, only that it could.

Mrs. Press stated that the laws had to be fair and equitable and that she thought they were trying to create something that would not be equitable. She said that a business that could have more than one monument sign could install multiple electronic signs. She thought that the best solution was not to allow them.

Mr. Wigley pointed out that not all houses of worship were free-standing buildings on 50 acres of land and asked if all houses of worship were exempt. He noted that churches were often located in shopping centers or office buildings, or as Mr. Thomas noted, in schools.

City Attorney Hayes explained that it was not that houses of worship were exempt, but rather that they were being treated as non-commercial for purposes of applying the laws for signage. He said that the objective standards that could be regulated were time, place and manner, as long as those standards are reasonable; objective standards (setbacks, zoning districts, whether or not they were located in strip malls0 could be regulated as long as they were content neutral. He reiterated that operational aspects could be regulated and exemptions could be created based on structural criteria for signs, but not exemptions based on use categories, since that would constitute favoring one type of speech over another.

Mr. Hays said that those were technicalities that the Board would have to evaluate in the process of preparing an ordinance. He recalled that the City Commission had directed city staff to prepare a draft ordinance and to review the legal parameters to provide the Board with some guidelines, and that the Board now needed to provide staff with some direction as to how to proceed. He said that the City Commission expected something back, with or without a favorable recommendation. He said that if their consensus was that they did not want it at all, staff would simply create the ordinance and bring it back so that they could address the particulars at that time.

Chair Thomas expressed his frustration at having to sit and listen. He referred to a member of the audience who had said that they looked like an experienced group and pointed out that there were

no 20 year-old members on the Board. He said that as a baby-boomer and part of probably the most special generation to come along, he said that he always fought for change and to stay young, not 'going calmly into that good night'. He said it was hard for him to not recognize what the future held and pointed out that in ten years, the Board would be comprised of Generation Xers who were the future of the country, the business people and the consumers who did not fight progress, and who were comfortable with changing technology. He said that it was time to face the reality that the world was changing around them and to embrace those changes, and that as a business person, employer and taxpayer who put a lot of money back into the community; he wanted to succeed in his business and needed to advertise his product. Mr. Thomas stated that newspapers do not sell product anymore, nor do the yellow pages. He wondered if the board members were so old that they could not recognize progress when they saw it.

Mr. Jorczak recalled that some of the cases identified in the research had gone to the Supreme Court, who also found the issue to be difficult. He said most of the cases appeared to have been brought by commercial entities and asked the city attorney if he knew how many such actions against municipalities had involved sign ordinances.

City Attorney Hayes said that his department did not track case volume based on subject matter, but did advise that most of the cases required complex analysis. He explained that there was a process the justices had to go through to determine what they were dealing with before they could figure out what tests to apply, which would then lead them to their conclusions. He agreed that the United States Supreme Court had struggled with the same question in the 1981 Metromedia case, which dealt with electronic signage. He said that the greatest legal minds in the country struggled with the issue and that one of their quotes was that the most effective way to deal with electronic signage for commercial speech is 'just don't allow it'.

Mr. Hayes said that developing a viable ordinance that would meet all of the legal criteria was a challenge, but that enforcing and regulating the ordinance (how it might change over time, how is applied) was the difficult challenge that fell to staff to implement. He stated that it was also difficult for the Board that had to provide a recommendation and for the city commission that had to approve it. He restated that the City Commission had expressed interest in the subject; therefore, it needed to move forward. He again solicited feedback from the Board in form of any specific do's and don'ts to be taken into consideration. He restated that an ordinance would be coming back to the Board for action one way or the other. He pointed out that every city ordinance had been broken, bent or challenged at one time or another and did not believe that an ordinance for electronic signage would be opening a new can of worms; he said it was just a matter of enforcement like that of any other ordinance.

Mrs. Press disagreed, saying she thought there was a difference. She recalled that the desire to task staff with investigating the electronic signage issue had not been unanimous on the part of the commissioners. She asked Chair Thomas if he would say that anyone in the city could have a changeable sign.

Chair Thomas said no and agreed that there were certain places where it could be done.

Mrs. Press then asked him whether no one else should be allowed an electronic sign if, e.g., a business on Granada Boulevard wanted an electronic sign and could not have one.

Chair Thomas replied to Mrs. Press that it was just the same as the fact that he could not build a home anywhere he wanted, nor could he open a business and manufacture shutters anywhere he wanted. He said that he had to adhere to the codes.

Mrs. Press questioned the criteria he would use for electronic signage.

Chair Thomas said he was not arguing the criteria, but was arguing that they be able to establish criteria. He said he did not yet know where he thought they should go, but was willing to listen. He pointed out that even the residential and commercial zonings started somewhere. He said that they first needed to determine whether or not to allow electronic signs, and if so, then set the criteria as to where they should be located. He suggested that if businesses wanted electronic signage, they should locate in areas where they were permitted instead of opening elsewhere and then challenging the codes.

Mr. Wigley recalled that they had already approved the use of electronic signs, but now wanted to approve it with added criteria.

Chair Thomas said it was not where he saw the discussion going.

Mrs. Behnke reiterated that the [electronic] signs did not belong in Ormond since they could not be regulated or controlled. She asked if the Board still planned to have a workshop.

Chair Thomas said that if they were going to have a workshop on the subject it should be dedicated solely to electronic changeable copy signs. He also thought they should make a decision for the people who had attended the meeting.

City Attorney Hayes thought the Board discussion was a good one and showed just how divisive the issue could be. He pointed out that Ormond was not the only community struggling with the issue. He said that although there was no ordinance for them to consider at present, they needed to talk with each other about their expectations with respect to allowing those types of signs and if there were certain aspects they might consider for approval. He said that staff could then bring forward a draft ordinance that incorporated those standards, which could help with the decisions they might make. Although he appreciated the frustration felt by some of the residents who wanted that signage now, he reminded those present that it was an important subject matter that would have a long lasting effect on the community if approved. He said that the city needed to take as much time as necessary to ensure doing it right the first time, because if they did not, they would not have time to back and fix it.

Chair Thomas said he whole-heartedly agreed, but thought they needed a deadline.

City Attorney Hayes cautioned that everyone to remember that the issues heard that evening were separate ones and would be treated that way.

Chair Thomas said that the request for electronic signage would not be resolved until the policy issue was resolved, and pointed out that the Planning Board only made recommendations to the City Commission. He said that he wanted a workshop, even though he doubted he would change his opinion. He said that he did not want animated signs with fireworks, flashing starbursts, etc.,

and agreed with Mr. Adams that it was time to talk about what they did and did not want in order to come up with some middle ground.

Mr. Adams thought that the Board would agree that they did not want electronic changeable copy signs in residential areas and felt that there were other aspects on which they could agree, but that it was an issue that needed its own meeting. He agreed with the sentiments of some of the other Board members that having so many major items on one agenda was not workable. He suggested that the Board set a time for a workshop in the near future in order to address the issues, come to a consensus and make a formal recommendation. He also suggested that the workshop include citizen involvement and input and perhaps invite some people from MainStreet to discuss what could and could not be done in the Downtown.

In response to Mr. Thomas, the city attorney advised that the workshop would be advertised and reiterated that he wanted as much feedback from the Board as possible regarding what they expected in the ordinance. He said that he could provide the Board with planning staff's draft ordinance for them to use as a guide discussion purposes.

Mr. Jorczak asked if there was a way to use the salient points covered in previous case law to help the Board members frame the parameters. He thought that if there were a way to determine what the impacts might be in a particular zone, it could potentially save the city money in the long run in the event of a court challenge.

Chair Thomas asked if it would be possible to use a comparison chart to show the worst case scenario that could be done with individual signage, banners, temporary signs or electronic signage in a particular zone. He thought that could also help in their decision making.

Mrs. Press remembered that the City had already scheduled a workshop on signage, not just electronic changeable copy signs early in September and thought that they were hoping for some guidance on electronic changeable copy signage to incorporate into that workshop.

Chair Thomas hoped that the workshop on electronic changeable copy signage would have already occurred.

Mr. Adams said that the information provided to the Board was most helpful. He clarified with the city attorney that the electronic changeable copy area of a sign could be spelled out as a percentage of the overall sign size. He asked if, based on the case law provided, the city could regulate how often the sign text could change.

City Attorney Hayes said it could, but they had to take care not to create sub-classifications that would allow some people to change it more frequently than others, since that would be considered favoring the speech of one over the other.

Mr. Adams said that at least they could limit the change to every so many seconds and could then establish guidelines regarding whether or not the text could scroll. He thought it would be productive if they could narrow down the aspects and come to agreement on some of the criteria, even if it was to establish where they did not want the signs.

Mrs. Press said that they could also look at font size and the proportion of the text to the size of the copy area. She recalled that she had voted to recommend approval for the electronic sign at The Trails and did not think it was that bad, but restated that she was not in favor of allowing electronic changeable copy signs.

Mr. Goss suggested that staff provide a decision matrix in a Power Point presentation that addressed the issue in a progressive manner, e.g., the first slide would simply ask whether or not they supported electronic changeable copy signs. By the end, they would have identified where the signs would acceptable and identified the legal parameters of the criteria that could be written into an ordinance.

Mr. Goss agreed with Mr. Jorczak that a visual presentation would make it easier for the Board to work through the issues. He said that he did not think that by next Thursday that staff would be able to identify every type of sign allowed for every commercial business in the B-5 zoning district, particular without knowing the criteria. He said that determining whether or not they wanted that type of sign and in which zoning districts (while staying within the time, place and manner parameters) would get them to a decision.

Mr. Adams asked if they could limit the electronic changeable copy signs to businesses, such as shopping centers over 80,000 square feet of retail space, or whether it would have to include every business within a certain zoning district.

Mrs. Press felt that the configuration of the shopping centers, and whether or not the stores were visible, should be considered. She said that buildings perpendicular to the street had less visibility.

Mr. Adams responded that it was somewhat related to the size, because larger centers had more visibility.

Mrs. Behnke responded to Chair Thomas' question that the current regulations allowed a monument sign for each business, but pointed out that the text on those signs could not changed every 18 seconds.

Chair Thomas opined that it would not matter if the issue was sign size.

Mr. Adams said that one of the biggest concerns was in allowing those electronic signs to be erected one after the other, which would result in the corridor looking like Las Vegas. He said that they would see far fewer electronic signs by limiting them based on the minimum square footage of a building, and realistically, the folks that were more likely to buy such a sign.

Chair Thomas referred to the development of cluster shopping centers on Hand Avenue as indicative of development in the future, with more than one building sharing a driveway and a plethora of signage, which he said could be ugly and obtrusive. He likened the signage to the monument sign at his place of business, where the sign structure actually blocked the view of people entering and existing. He said he would favor a smaller electronic sign to advertise the numerous businesses in the complex, thus taking up less space with less clutter, yet allowing everyone to advertise in a small amount of time.

Mrs. Behnke said she could only see the name of one business when driving by, not necessarily a business in which she would be interested. She also mentioned that she had attended the meeting at which the Caffeine's mural was approved and said that it did not set a precedent for all murals, because as the mayor had explained, the approved mural was in an inner court, closed on three sides on a small back street. Only another mural in exactly the same circumstance would have to be approved to be consistent; everything else would be impossible to compare.

Mr. Thomas agreed and recalled that earlier someone had mentioned the case of the parrot mural that had to be removed. He explained that was because the parrot was an advertisement for their "Parrot" bar, and was a logo. He said that the recently approved mural was not an advertisement and was a totally different issue.

Mr. Jorczak said he thought that the planning director's suggestion of a Power Point to establish the parameters would be helpful in establishing the criteria.

Mrs. Press said that she would second that if it was a motion.

City Attorney Hayes suggested that they should set the meeting date to avoid any potential Sunshine Law violation.

The Board decided to hold the workshop at 6:00 p.m. on Monday, August 23rd.

Mr. Hayes agreed to prepare the revised ordinance to make sure it was consistent with the standards they had reviewed and to give them time to think about it. He thought that they had had a healthy discussion, which would aid them in their future deliberations.

Chair Thomas hoped that his colleagues did not take his comments personally.

Mr. Hayes said that by having the workshop on the 23rd, they could then update the City Commission for their general signage meeting to be held on September 7th.

Mr. Goss agreed with the city attorney that it would be most helpful to be given some direction and to know what the Board wanted.

The Board members agreed to a five minute recess, after which they voted unanimously by roll call to continue the meeting after 10 p.m.

E. LDC 10-128: North US 1 Rezonings – Zoning Map Amendments

Mr. Spraker said that the rezoning request stemmed from the annexation of the Ormond Crossings properties. He recalled that when Ormond Crossings was annexed into the city, the annexation included parcels located east of the railroad tracks and west of US1. He said that the Department of Community Affairs (DCA) had found the subsequent land use amendment to be not in compliance. In February, 2010, when DCA then found the amendment to be in compliance, he said, everything west of the railroad alignment was assigned the land use of Activity Center; the properties east of the RR tracks maintained their County land use

M I N U T E S
ORMOND BEACH PLANNING BOARD
WORKSHOP

August 23, 2010 7:00 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.

Members Present	Staff Present
John Adams	Randal Hayes, City Attorney
Patricia Behnke	Ric Goss, AICP, Planning Director
Al Jorczak	Steven S. Spraker, AICP, Senior Planner
Patrick Opalewski	Chris Jarrell, Recording Technician
Rita Press	
Doug Thomas	
Doug Wigley	

Workshop Item - Electronic Changeable Copy Signage

Chair Thomas asked the city attorney to initiate the discussion.

City Attorney Hayes recalled that at the last Board meeting, they had discussed the legal standards applicable to signs and the challenges faced by local governments when trying to develop sign standards, since the law recognized signage to be protected speech. He said that the Legal Department had drafted a sample ordinance for use by the Board members as a guide in discussing and developing standards for electronic signage, while also recognizing the legal danger zones. He pointed out that the draft was not an endorsement of a particular position and that the numbers utilized in the draft were arbitrary, simply to be used as a starting point.

Mr. Hayes explained that staff had taken a very conservative approach in order to avoid the legal pitfalls that had caused problems for other jurisdictions and that staff had attempted to create standards that applied equally to everyone within the zoning districts in which signs might be allowed. He said that the

draft was as generic possible and created no exceptions for local government, hospitals, educational facilities, classes or sub-classes of business. He summarized the standards that the Board could discuss (1B through 12), which dealt with time, place, manner, and types of restrictions:

1) **Location by Roadway.** The draft would permit signs along Granada Boulevard, US 1, Nova Road and/or SR A1A. Mr. Hayes explained that labeling businesses by uses would create potential legal problems; allowing the signs in certain zoning districts on the roadway from which they would be seen was a more appropriate basis that would not create any class distinctions or labels.

2) **Location by Parcels.** The draft would allow signs on sites consisting of five contiguous acres or having 200 linear feet of frontage on the designated roadways. An operational/locational standard, Mr. Hayes reiterated that the numbers were arbitrary and something the Board might want to either change or exclude.

3) **Number Allowed.** The draft would not allow more than one electronic sign per site.

4) **Setback.** The draft would require that the signs be set back a minimum of 10 feet. He said that the distance separation criteria could be regulated and was simply an arbitrary number.

5) **Distance.** The draft would allow no sign within 1,000 linear feet of a single-family residence. Although the planning director thought that the requirement was restrictive, he said, the Board could increase or reduce the arbitrary distance requirement.

6) **Sign Type.** The draft would require the electronic signs to be constructed as monument signs. A dimensional criterion, the requirement was consistent with the city's policy of encouraging monument signage with landscaping within the applicable zoning district, Mr. Hayes said.

7) **Timing.** The draft would preclude the copy from changing more than once per hour. City Attorney Hayes said that the rule would apply to everyone equally with no exceptions. He said that whether or not the Board chose to change the timing, there could be no distinctions made between classes or groups so as to not favor the speech of some over the speech of others.

8) **Text.** The draft would allow electronic changeable copy signs to display only text. City Attorney Hayes said that this was an operational standard and that it was within the purview of the Board to allow images or blinking (etc.) if they so desired

9) **Copy Color.** The draft would allow only a dark background with white letters. Mr. Hayes stated the intent of the draft ordinance was to establish the most conservative approach from which the Board could work, but reminded the members that it was within their purview to allow colors.

10) **Brightness Monitoring.** The draft would require ambient light monitors to allow the brightness level to automatically adjust for daytime and nighttime copy, Mr. Hayes advised.

11) **Maximum Brightness.** The draft established the brightness levels for electronic signs to not exceed 5,000 nits for daylight hours or 500 nits between dusk and dawn. Mr. Hayes stated that the Board was free to establish other levels if they thought them more appropriate.

12) **ECC Application Review.** The draft would require the applicant to submit the operating manual for the particular sign during the site plan review so that it could be compared to the established criteria. City Attorney Hayes said that the Site Plan Review Committee (SPRC) would have 45 days to render a final decision, a number deemed by the courts to be reasonable. He said that unless a time limit was established, the courts would determine the regulation to be a prior restraint on speech and give government officials unfettered discretion to either accept, not accept or approve a permit application.

    The draft ordinance also established an appeal process for applicants who believed they were unjustly denied a permit, Mr. Hayes stated. He said that an applicant could appeal to the Planning Director within 15 days of a denial; if unsuccessful, they could then appeal to the Special Master. He said the Special Master route operated with attorneys and retired judges who are current with the law and was chosen because of the complicated legal issues; he said that route also operated outside the political realm and the legislative appeal processes. The third level of appeal would be to the circuit court, he stated.

City Attorney Hayes thought that the operational standards would be of most interest to the Board and pointed out that the Planning staff had compiled a matrix that might complement the draft ordinance. In response to Chair Thomas, he stated that the meeting had been advertised as a workshop only. He said that in addition to being a work session, it was also a public meeting and open for public participation at the discretion of the Planning Board chairman. He explained that because it was a workshop, the Board could not take final action, i.e., vote [on a recommendation], but that the public could provide the city staff direction by letting them know what they liked and did not like; conversely, he said that staff would do their best to answer any questions. He said that if staff might have to do additional research if they were unsure of an answer to a question, but would later provide the needed information so that they could make an informed decision.

Chair Thomas stated that the Board members would first be given three minutes in which to ask any questions or guidance of the city attorney related to the draft ordinance, but asked that they limit the discussion to legal issues only. The floor would then be opened to public comment, also limited to three minutes per speaker, he said, but reminded those present that the discussion was not related to a particular sign or place of business, but rather whether or not to allow electronic changeable copy signs. He explained having the Board members speak first allowed the public to get a sense of the members' positions from the beginning.

Chair Thomas asked the Board members if they had questions of the city attorney.

Mr. Opalewski replied that the city attorney had provided sufficient legal advice.

Mr. Adams asked City Attorney Hayes if the regulations would apply to existing signage, e.g., at The Trails.

City Attorney Hayes that it would not. He said that staff would create a grandfather clause for properties with existing signs. He pointed out that some properties with existing signs were allowed those signs through the land development process, with different regulations than existed at present.

Mr. Adams asked if the Community Redevelopment Agency (the Downtown) area was excluded.

Mr. Hayes said that the matrix had been created prior to, and separately, from the ordinance. He explained that legal staff had simply drafted a conservative ordinance based, on their knowledge of the legal standards, and without creating any distinctions. He thought that there might a way to exclude the CRA, but thought that creating standards based on lot sizes might be a better way to address exclusions in the Downtown. He acknowledged that he did not know if there were any 5-acre lots in the downtown.

Mr. Adams remarked that Granada Plaza at Granada Boulevard and A1A was probably the largest site.

City Attorney Hayes was unsure whether the draft ordinance and matrix provided by planning staff would be totally consistent, but thought there would be some commonalities that could be discussed as the material was reviewed. He deferred to planning staff regarding the operational sign standards. He responded to Mr. Jorczak that he did not know how the PAC sign compared to the proposed light levels.

Mr. Jorczak explained that he wanted to compare what people had already seen with what was proposed.

City Attorney Hayes said that in trying to establish the numbers, staff had reviewed standards utilized by other jurisdictions; he did not know how they compared with the PAC sign. He reminded the Board that the ordinance would create a legal standard by which to allow the existing sign to be grandfathered. He said that if it was instead rendered nonconforming, it could remain as a perpetual use (unless not used for a period of six months or more). He clarified that the same rule would apply to electronic signs that had been permitted by a County development order prior to annexing into the city.

In response to Mrs. Behnke's inquiry, Mr. Hayes said that a sign destroyed by a natural disaster might be able to be reestablished, but it would depend on the degree of destruction suffered and the particular circumstances at the time. He added that he did not know if the light standards as defined in the draft ordinance (in nits) had ever been litigated; he said those standards were used in ordinances by other jurisdictions and were included in the draft simply to serve as a benchmark for the discussion.

Chair Thomas reminded the Board members to delay any discussion of the detailed standards until after the discussion of the legal issues was concluded.

Mrs. Press questioned that the standards presented would withstand court challenges, such as the replacing of three monument signs with only one electronic sign per property or requiring that all electronic signs be monument signs, even if replacing a pole sign.

City Attorney Hayes reiterated that anyone could, at any time, find a lawyer to file a lawsuit over anything. He reminded the Board that the best defense was not to allow electronic signs for anyone and that if they decided to allow the signs, to create non-discriminatory, content-neutral standards. He said that although he could not assure Mrs. Press that it would not be challenged, based on his review of the case law he was confident that the city would have a very good defense since the ordinance did not create any class distinctions and treated everybody equally; he said it applied the same standards across the board and was designed to regulate in terms of time, place and manner.

Mr. Hayes further explained that the draft ordinance did not take anything away, but was instead giving something not currently allowed. He said that the ordinance did not take away other forms of signage and that there were alternative means of communications (signage); the regulation provided standards for anyone who wanted electronic signage. He explained that although the current draft did not address

allowing only one electronic changeable copy sign in lieu of two existing signs, he was confident that it would be defendable, since there were other means of communication available. He opined that the draft ordinance, as presented, met legal standards.

Mr. Wigley questioned the extent of possible legal appeals.

City Attorney Hayes said that an appeal to circuit court by a writ of certiorari entitled an applicant to an appellate review of the record from the lower tribunal (the review of the Special Master, who was a practicing attorney or retired judge). The circuit court judge, he explained, would evaluate the testimony and evidence previously developed to determine whether or not it met the requirements of law (whether or not it met, complied with, or did not comply with the standards in the Code). He pointed out that it was a difficult standard to meet, but that it assured the appellant that the application would be treated fairly. He said further review would be to the 5th District Court of Appeal.

Mr. Wigley said that he did not know if the city could write an electronic changeable sign code that would not be challenged and asked Mr. Hayes how comfortable staff was that the city could survive any such challenges.

City Attorney Hayes explained that policy questions were not the purview of the Board, but instead, they could define for the City Commission the legal parameters and where they thought there might be inherent risks associated with adopting the ordinance, as well as the likelihood of success on a court challenge. He pointed out that as city attorney, he conducted a very conservative practice as reflected in the very conservative draft ordinance; he thought the ordinance treated everybody fairly without creating any discrimination. He responded that the language in the draft was developed using a hybrid approach, taking into consideration the needs of the city of Ormond Beach and that the Board needed to concentrate on the objective standards, rather than on policy issues.

Chair Thomas said that he had nothing to add, having already met with the city attorney. He opened the discussion to the Board, allowing each member three minutes for comments. He reminded the public that the Board comments would be followed by time during which they could speak, but cautioned that they would have only one three-minute opportunity.

Mr. Wigley opined that was no need to draft something that could be expected to become a legal quagmire, but did not feel that the Board should function in a defensive position either. He agreed that the major thoroughfares previously mentioned were predominately commercial and that locating the signs along Granada Boulevard, US1, Nova Road or SR A1A would be the least visually intrusive, but did not think that the majority of the citizens wanted the signs. He expressed concern with the cost of litigation if the law was later challenged and overturned and said that they only way to prevent that was not to allow the electronic signs.

Mrs. Behnke said she still needed more information in order to make a qualified decision. She worried that the stipulations would not be properly monitored and controlled; she said the data provided indicated that there were plenty of businesses that could be expected to erect electronic signs regardless of the cost, particularly if a competitor had one. She thought it would not be attractive if a property that was allowed to have three signs had one electronic sign and two monument signs.

City Attorney Hayes stated that although the draft ordinance did not address that scenario, he thought that the city might want to require the removal of the standard monument signs in exchange for an electronic sign. He reminded the Board that they were not limiting or taking away a right that did not exist and were leaving open alternative channels of communication. He commented that the current Code encouraged the replacement of nonconforming signs with ground monument signs as an incentive to eliminate certain other signs; he said that could be included as a standard.

Mrs. Behnke commended the city staff for all their work and for the information provided. She reported that the city of Orlando sign regulations required an applicant to remove four board signs in order to erect one electronic sign.

Mr. Jorczak said that most of the people with whom he had spoken were not in favor of the signs. He said that when the City Commission first directed staff to provide them with proposals to evaluate, it was because of trying to accommodate a couple of requests for electronic signs; he pointed out that they did not have the benefit of all the research at that time and wondered if the City Commission would still want to move forward with the regulations. He reported that in talking with the city attorney he learned that once enacted, the regulations would difficult to remove if it was later decided that the signs were not a good idea; he said it would involve several issues and would consume a tremendous amount of the city's time. He felt that if anything was done, it should be very limited in scope in order to determine if the result was acceptable. He thought that the city would regret allowing the electronic signs.

Mr. Adams also thanked city staff for all the information, agreed with the comments of the other members, and agreed that it might result in something no one in the city wanted. He looked forward to the public comments.

Mr. Opalewski echoed the sentiments of the other Board members, but thought they had an obligation to provide the City Commission with an ordinance, as requested.

Mr. Jorczak responded to Chair Thomas that initially, his impression was that the City Commission request was more for informational purposes, rather than as a directive because they thought it was a good idea and wanted an ordinance for electronic signage. He thought that the City Commission probably was unaware of all the issues that the research had uncovered since that time.

Chair Thomas said he had been under the impression that the City Commission had referred it to the Planning Board for a recommendation.

Mr. Wigley thought it had been referred back to the Board for further review.

In response to Chair Thomas, City Attorney Hayes explained that any regulation to be added to the Land Development Code (LDC) required a recommendation from the Planning Board prior to being heard by the City Commission and before the Commission could take action. He said that their options were to 1) recommend that a conservative ordinance be forwarded to the City Commission, 2) recommend denial, or 3) simply table it indefinitely (noting however, that the City Commission was interested in receiving the information). He said that regardless, the LDC needed to be clear as to whether or not electronic signs were allowed in the city, since both the legal staff and planning staff needed some standards with which to work.

Mr. Hayes also responded that whether or not to make a recommendation was not within his purview to advise, but reiterated that there were areas in the LDC that needed to be addressed and that the only way to do so was to move the issue forward. He said that if they chose to allow the signs on only one roadway, e.g., it would be defendable, because it was a distinction based on zoning (place) and would not disallow other means of signage communication.

Mrs. Press acknowledged that while there might be a few businesses and a church who wanted the electronic signage, there was not much enthusiasm from the Board or the community for allowing them. She felt that allowing the signs only on Granada Boulevard would be challengeable, since it was neither something easily understood, nor fair. She suggested that if the Board created standards severely restricting the use of the signage, it would inhibit their use.

Chair Thomas pointed out that the Board would be starting over using the draft provided to establish acceptable standards for the signage.

City Attorney Hayes agreed and said that some of the questions on the matrix would complement the standards in the draft ordinance. He reminded everyone that any recommendation of the Planning Board was only advisory, but would serve to move the item forward; he said the City Commission might endorse it or might decide to do something totally different. He said that the Board might also opt to recommend to the City Commission that they were not in favor of the signs, but were presenting a very conservative ordinance to them in order to move the matter forward.

Mr. Goss reminded the Board that the standards shown in the draft ordinance were arbitrary and for discussion purposes only; he said that the matrix listed the issues that needed to be addressed by the Board and for which the Board could establish standards.

Mr. Jorczak agreed and felt that would give the City Commission a much better understanding of the ramifications as a result of the legal review. He said that the Board first needed to decide what, if anything, they would allow with regard to the electronic signage and convey their rationale for that.

Mr. Hayes said that if it was the consensus of the Board at a public meeting not to allow the signs, their recommendation would proceed to the City Commission. He pointed out that the work of staff would not be over, however, because they would need to go through the same education process with the City Commission in trying to get them to develop standards without the Board's input.

Chair Thomas opened the workshop to public comment. He asked that they limit their comments of whether or not to allow electronic signage to a maximum of three minutes.

Mr. Matt Reardon, 1687 West Granada Boulevard, spoke on behalf of Calvary Christian Center. He recalled that staff had done a wonderful job of writing a sign ordinance for the City that had included electronic changeable copy signs and which had been unanimously recommended for approval by the Planning Board. He said that because there were people present at the City Commission meeting who wanted electronic copy signs not permitted by the ordinance, the Commission had pulled that part of the sign ordinance for further discussion. He recalled that the mayor and two other commissioners had then built a consensus and directed the Planning Board to present an electronic changeable copy sign ordinance that they could consider. He said that the City Commission had given a clear directive to the Planning Board to identify some specific criteria by which they could or could not abide.

Mr. Reardon said he did not how much more information they thought they needed and felt that it was time to move the issue forward. He wanted the Board to act regardless of whether or not the ordinance was conservative. He disagreed with the Board assessment that no one in the community wanted electronic copy signs, saying that they were the wave of the future. He said that the signs were more environmentally friendly, used less electricity than fluorescent bulbs, and opined that the signs with channel letters currently in use in the city were hideous. He thought that that the city might end up with a legal challenge anyway, since the city's code did not currently allow electronic signage anywhere in the city, yet noted that there was an electronic sign at the Performing Arts Center (PAC). He said that the Calvary Christian Church on West Granada Boulevard wanted an electronic sign and had offered several suggestions for allowing for such a sign, such as designating an interchange corridor to allow the signs within a certain distance from I-95, perhaps with different restrictions west of the interchange.

Mr. Reardon disagreed with Mrs. Press, saying that allowing the signage in certain zones or areas of the city would withstand a legal challenge and was appropriate, as was allowing them by sign plan, building square footage or acreage size. He thanked the Board for their efforts and urged them to forward something for the city commission to consider.

Mr. Adams asked Mr. Reardon why he and his client thought that the electronic signage would make such a difference to them. He advised that most of the people with whom he had spoken were opposed to the electronic signs, but agreed that it was time to take action.

Mr. Reardon agreed that some were opposed, but noted that few had appeared at any of the meetings to voice that opposition. He said that the new technology had not been available when they moved their 1970's sign to the current site. Although grandfathered, they felt the electronic copy sign would be more aesthetically pleasing and would better serve the needs of Calvary Christian Center by allowing for the display of service times as well as the ability to advertise upcoming events.

Mrs. Behnke asked city staff if government-owned buildings were currently entitled to electronic changeable signs.

City Attorney Hayes stated that they were not.

Mr. Spraker said that prior to the change in the LDC in March, 2010, electronic signs were allowed for planned business developments (PBD's) that exceeded 120,000 square feet and for governmental signage, which had permitted both The Trails sign and the sign at the Performing Arts Center. He said that those signs were now nonconforming because there are no standards in place. He agreed with Chair Thomas that the signage had gone before the City Commission for approval, but only for the funding not for the development approval.

There were no further audience remarks and Chair Thomas opened the meeting to Board comment.

Mr. Wigley stated that it was time to move forward on the issue, since people were awaiting some resolution. He noted that the city could invite legal action if the sign issue was tabled indefinitely. He felt that it was better for the City Commission not to pass an ordinance that they knew would be challenged.

City Attorney Hayes suggested that if the Board indeed wanted to move the item forward, they could begin by evaluating the standards in Paragraph B, Items 1-12. He thought that by discussing the pros and cons of each standard, they would provide staff with the needed information to refine the ordinance.

Chair Thomas agreed and asked if anyone wanted to add or delete anything from the list.

1) - Location by Roadway

Mr. Adams thought the list was too expansive. He agreed with having the signs near the interstate interchanges, but thought they were inappropriate in the historic areas and downtown.

Mr. Jorczak agreed but noted that overall, the Board members did not like the signs and would prefer not to have them. If they were to be allowed, however, he thought the both the number and location should initially be limited (within legal limits) as a test case.

City Attorney Hayes responded that he thought that it would be legally acceptable to have staff determine the number of signs that could be allowed in a given area.

Mrs. Behnke stated that once a business spent thousands of dollars for a sign, they would not take it down. She pointed out that businesses such as Granada Plaza (in the CRA* district) would also want electronic signage, but agreed that allowing them at the interstate area would be a better place to start. *Community Redevelopment Agency

In response to Chair Thomas, Mr. Hayes thought that planning staff could later help define the interchange area without being arbitrary by identifying the surrounding properties

Mr. Jorczak thought those properties preferred pole signage because of visibility from the interstate.

Mrs. Behnke disagreed with the comment that the North US1 businesses did not help the city, but did not want to see an excess of electronic signs in that area.

Mr. Wigley pointed out that once the signs were allowed, they could not be removed. He also noted that the price of the signs could be expected to come down substantially over time.

Mr. Adams said he had suggested the interchange areas first mentioned by Mr. Reardon, because there had been two requests at those locations: one on North US1 and the other west on SR 40.

Chair Thomas said that the property on North US1 was a considerable distance from the interchange and that although Calvary Christian was close to the interchange on SR40, the Baptist church was not. He thought that setting a distance parameter would be very difficult. He suggested that they instead look at using US 1 and only sections of Granada Boulevard, such as west of Nova Road.

Mr. Adams suggested the areas of Pearl Drive to Tymber Creek Road on SR 40 and north of Hull Road on US 1, which would include both interchange areas.

Mrs. Behnke noted those locations were not close to residential uses.

City Attorney Hayes responded to Chair Thomas, saying his staff could study whether or not they could legally defend that as the definition of an interchange.

Chair Thomas thought that defining the area US 1 north of Granada, and SR 40 west of Nova Road could be easily defined and justified and would include businesses such as the Playtex/Hawaiian Tropic facility. He did not think that using geographic lines made sense.

Mrs. Press reiterated her desire to start with something on which they could all agree.

Chair Thomas explained that the method of proceeding had been recommended by the City Attorney and staff, but would follow the consensus of the Board.

Mrs. Behnke said that they would ultimately have to deal with them all. She did not want to define distance parameters that would include residential areas, but thought that from Hull Road north was fine.

Chair Thomas thought that using Hull Road would be too restrictive, and instead suggested using Wilmette Avenue. He concurred with Mr. Opalewski that there was already a city sign at that location.

Mr. Adams agreed that not much could be built between there and Airport Road. He suggested using the river as the southern parameter and did not think that having the sign at the PAC, south of the river, was of any consequence.

Mr. Jorczak agreed.

Chair Thomas agreed that they could not vote on the issue, but could develop a consensus that they wanted to limit where the signs could go.

Mr. Goss said that they were discussing the signs because there were businesses that could not get their message out. He said that limiting the signs to parcels of a certain size would limit the number of properties that would be eligible for an electronic sign. He referenced the matrix and pointed out that limiting the signs to parcels of 30,000 square feet or more would result in the potential for less than 20 signs in the entire city of Ormond Beach. He responded to Chair Thomas' concern that they would be spread throughout the city by noting that such (shopping center) parcels tended to be located in certain zoning districts (such as the B-6 and B-7).

Chair Thomas suggested they try to develop consensus by using Mrs. Press' suggestion.

3) - Number Allowed

Mrs. Behnke asked if a property with an electronic sign could also have other signage.

City Attorney Hayes said that the ordinance would include a provision that would preclude any additional signage for properties with an electronic sign.

No one was opposed to the location of electronic changeable signs at least 10 feet from a right-of-way.

Mr. Adams asked if corner lots would also lose their monument sign on the second frontage if allowed an electronic sign. He cited the case of the plaza at Granada and Williamson Boulevards, noting that passersby on Williamson would not be able to see the signage facing Granada.

City Attorney Hayes said that the location and setback requirements would have to be consistent with the requirements within the applicable zoning district. He said that was a planning question, but suggested that the double frontage signage could perhaps be addressed through the PBD process. He thought that they could look at that as a separate issue at a later time.

Mr. Wigley clarified that the question was whether or not such a property could have an electronic sign on one frontage and retain their traditional monument sign on the other.

City Attorney Hayes reiterated that a provision for that circumstance could be included in the ordinance.

Mr. Adams and Mrs. Behnke thought it was a good idea.

Mr. Adams thought they could agree that no more than one electronic changeable copy sign shall be allowed for each property and that a second [traditional] monument sign be allowed for properties fronting on corner lots.

The Board members agreed.

4) - Setback

Chair Thomas and Mrs. Behnke thought that not allowing an electronic changeable copy sign within 1,000 feet of a single-family residence was too restrictive. Chair Thomas wanted to include language that would exclude nonconforming residences.

Mr. Opalewski questioned the distance from residential uses for the existing electronic signs, to which Mr. Spraker responded that The Trails sign was about 400 to 550 feet from residential.

Mr. Opalewski thought 500 feet might be a better distance, since it appeared to be working.

Mr. Thomas clarified with the city attorney that the distance was measured as the crow flies from the residences to the leading edge of the sign, even if it was a different street. He did not think it made sense, because 1,000 feet was behind The Trails shopping center, e.g., and the residents could not see it.

City Attorney Hayes said that they could measure it any way they wanted, as long as they understood that the criteria would have to address all properties, not just The Trails. He reminded the Board that the stated criterion was arbitrary and had been included only as a starting point; he said it could be changed and that the nonconforming residence exception could also be included.

Mrs. Press commented that visibility was the issue, not distance; Chair Thomas agreed.

Mr. Opalewski pointed out that there already were illuminated signs in the city and that if the electronic signs were static, the lighting would not be much different.

Mr. Hayes agreed that the same standard, if reasonable, could be applied since it would be consistent. Following discussion regarding the 300-foot distance for legal notification, **Mr. Hayes said that staff would test the distance for reasonableness and bring it back to the Board.**

Mr. Spraker replied to Mrs. Behnke that the maximum height for a monument sign is seven feet above the crown of the road, with the top two feet for the sign. He cautioned that the language for ground monument signs was included in the pole sign districts, and noted that a ground monument sign could be 20 feet in height. He said that they should instead use the term "monument sign" if that was the goal.

City Attorney Hayes thought the terminology needed work to make sure that the definition for monument signs was consistent with what the Board was trying to accomplish and would provide the Board with that information as well.

Chair Thomas said that the consensus was for a distance of 300 to 500 feet.

Mr. Spraker also pointed out that by enacting the legislation they could be mandating going from pole signs to ground signs in certain zoning districts, such as along SR A1A.

6) - Sign Type

The Board was in agreement with this criterion.

7) - Timing

The Board decided to skip the criterion, since it would not be a simple discussion.

8) - Text

The Board members agreed that the criterion was a good one, but wanted the word "scrolling" added to the restrictions.

9) - Copy Color

The Board consensus was for a one-color dark background and one-color lettering.

10) - Brightness Monitoring

Mrs. Behnke asked how the lighting could be monitored.

Mr. Goss explained to Mrs. Behnke that the signs came with built-in automatic dimmers to control the lighting intensity.

The Board members agreed with the criterion and said that the automatic dimmers should be required.

11) – Maximumu Brightness

Mr. Adams thought that the maximum light emanation from the electronic signs should be by foot-candle measurement of no greater than 4.3, rather than nits, and should be measured 200' from the sign.

Chair Thomas questioned the industry standard, but had no problem with Mr. Adam's statement.

Mr. Opalewski thought they could use the standard used by existing signs for the sake of consistency.

Mr. Goss had established a maximum foot-candle property line threshold (0.03), and said that the city had neither the equipment nor the training to measure the effect in nits.

Mr. Adams suggested the standard be measured by use of a foot-candle meter and that it conform to the city's current signage standards.

Mr. Spraker explained that staff had talked with four different sign contractors in doing research, who had stated that there were disadvantages in using nits, whereas the foot-candles and the foot-candle meter were relatively inexpensive; thus, the measurement 0.03 foot-candles at a distance of 200 feet. He said that the illumination did not change from daytime to nighttime, but rather, dimmed automatically. He agreed with Mr. Jorczak that the wave length of the light from an LED was different from that of an incandescent or halogen bulb, but noted that they were different technologies.

Mr. Jorczak pointed out that they had to measure the light output with the instrument appropriate for the particular technology in order to get an accurate reading.

The Board consensus was for the criterion with the changes as recommended by Mr. Adams.

12) - ECC Application Review

The Board concurred with the Items 12 -17, as provided by the city attorney.

8) - Text, Revisited

Mrs. Press pointed out that Criterion 8 did not include language to prohibit the use of graphics.

The Board agreed that they did not want pictures and in response to Mr. Adams inquiry regarding logos, agreed that they wanted to limit the signs to text only.

Mrs. Press again expressed concern with the size of the font and the percentage of a sign that could be used for text.

In response to Chair Thomas, who said he needed visual examples, City Attorney Hayes said that those things could be included in a re-draft.

Mrs. Press referenced the PAC sign, saying that it was not readable when first established. She said it was constantly moving and the letters were too large to allow more than one or two words. She opined that if applying now, The Trails would most likely want a larger sign.

Chair Thomas recalled a conversation with Robert Carolin (Leisure Services Director) who said that the initial setup took some time, but pointed out that the problems had been corrected since that time. He agreed with Mrs. Press that the sign at The Trails was much smaller than the sign at the PAC, but pointed out that it had been the first, part electronic copy sign and part monument sign. He thought the sign at the PAC was more attractive.

7) - Timing

Chair Thomas pointed out that in the recent past, the planned business development (PBD) had been utilized to allow multiple businesses in one development. He said that if the electronic signage allowed at these locations were limited to only one change per hour, some businesses could conceivably be without advertising during business hours.

Mrs. Behnke said that The Trails shopping center was managing with changing their sign only once every 12 hours.

Chair Thomas thought if they had it to do again, they might not agree to that condition. He said that if the city was going to allow electronic signs, they would be doing it to help the business community generate more business and added that he did not think one change per hour was reasonable.

Mr. Wigley thought that the owners might rotate the advertising slots for their businesses so that everyone got maximum exposure and thought that other Board members would agree that once per hour was too much. He said that was an issue between the owner and the lessees and did not think the Board should be involved in that aspect.

Chair Thomas felt the Board was already regulating it by limiting the change to once per hour. He strongly disagreed that once per house was too much and said that anyone owning a business knew it was not enough. He reminded the Board that the applicant on North US 1 had already lost one tenant as a result of the lack of signage.

Mr. Wigley pointed out that some owners only allowed their tenants to advertise on the property signage if that right had been included in their lease.

Mrs. Behnke added that the right to advertise sometimes had to be purchased.

The Board consensus was to limit the text change to once per hour.

2) – Location by Parcels

Mr. Wigley asked how many commercially-zoned parcels were five acres or greater.

Mrs. Behnke thought that separation by linear footage would keep the signs from being right on top of one another.

Chair Thomas agreed and pointed out that a 5-acre parcel might have only 200 feet of frontage. He said that limiting the signs by parcel size would exclude smaller churches.

Mrs. Press said that it was a difficult question and one for which she had no answer.

Mr. Opalewski concurred. He thought the language "per property owner" was only fair.

City Attorney Hayes responded to Mr. Opalewski that ultimately it was a question of how restrictive or how broad they wanted the standards; he restated that the intent [of the draft ordinance] was to avoid the pitfalls of labeling, classifications and class distinctions. He said that therefore, the designation of roadways and lots by size was employed because they were typically enforceable regulations. He said that they could, if they so desired, allow the standards on any property along the designated roadways.

Mr. Opalewski thought that the linear front footage made more sense.

Mr. Adams agreed that a limitation of one per 200 linear feet would prevent electronic signs from being stacked and would eliminate the need for the 5-acre restriction.

Mrs. Behnke pointed out that the matrix identified 241 lots with a lot frontage of 200 or more feet.

Mr. Spraker answered Chair Thomas that parcels shown on the matrix as having 100+ feet of frontage would include any lots having frontage up to 200+ feet of frontage. He reminded the Board that the matrix had been developed independently of the ordinance and did not account for the roadways along which the Board might want to locate the signs. He said that it could be re-analyzed to show the maximum potential sites under the revised draft ordinance.

Chair Thomas acknowledged the Board's concern with having many electronic signs next to each other, but said that it would not happen, since the properties were in different zoning categories. He felt that the Board would not recommend the electronic signs on each of the streets listed.

Mr. Wigley noted that there were eight houses of worship between Nova and I-95, as well as the South Forty Shopping Center, Ormond Towne Square, Lowe's and several banks.

City Attorney Hayes suggested that the city staff take another look at this criterion, since the Board seemed to feel it was too restrictive, but was not sure what was appropriate. He said if they want to use roadways as the basis, they could present the re-draft in relationship to that.

Chair Thomas agreed that the consensus was to eliminate the 5-acre standard, but said that they were unsure whether or not the 200-foot threshold was too much or too little.

Mr. Jorczak said that they needed to recognize that if the employed roadways to set the standards, the Board would likely be concentrating the signs in one area. Although the density was increased, he said, it would also be isolated to those areas of the city. Mr. Jorczak agreed with Chair Thomas that the effect would be lessened if spread out, but thought that they should isolate the signs in one area as a method of control and could then decide whether to utilize linear feet of frontage or property square footage. He noted that electronic signs were becoming more prevalent in the surrounding areas.

Chair Thomas thought that the signs should be limited to the commercial areas of North US 1 (north of Wilmette, for example) or along Granada Boulevard (west of Nova Road or Clyde Morris Boulevard). He responded to Mrs. Behnke that limiting the location would inundate the area, but pointed out that they did not want the electronic signs along Atlantic Avenue. He likened the situation to the NIMBY

(Not In My Backyard) approach. He thought that the City Commission would adopt some regulations and said that he did not believe that they would prohibit houses of worship from having electronic signs.

Mr. Opalewski said that perhaps they needed to think about who the end users might be.

Mr. Hayes cautioned the Board to refrain from creating distinctions, which could be troublesome.

Mrs. Press said that the Planning Board represented the people of Ormond Beach and were not a rubber stamp. She felt that the people in the community did not want the signs and that the Board action should reflect that. She recalled that the city commission directive had not been unanimous and that the Board should make it clear that the regulations were restrictive and that the ordinance they recommended was the best they could come up with, even though they were not in favor of the signs. She reported that she had received telephone calls from everyone in her zone and that only two had been in favor of the signs.

Mr. Thomas thought that the people with whom Mrs. Press was acquainted might not like the signs, but that the people in the business community with whom he was acquainted did want the electronic signs. He said that he had not received any phone calls about the signs. He agreed with Mrs. Press that because the issue would go to public hearings, the public would have an opportunity to attend and make their wishes known and that anyone strongly opposed to the signs would attend.

Mr. Jorczak said that they should proceed cautiously, not only because it would be a long-term program and would be hard to rein in once established, but also because the technology would continue to improve and could be expected to be quite different in ten years.

Mrs. Press agreed and said she was afraid that the City Commission had been moving too quickly and without all the necessary information. She thought that the issue was complicated and that the repercussions could be considerable; therefore the Board should proceed very slowly, she said.

Chair Thomas recalled that since they began dealing with electronic signage in December, 2008, there had been no public outcry against the signs. He said people would have attended the past meetings *en masse* if there had been a lot of opposition to the electronic signage.

Mrs. Press responded that people had not attended in the past because they had not known about the meetings regarding electronic signage. She added that people were generally busy with their own lives and expected their elected and appointed officials to look out for their best interests.

Mr. Jorczak stated that the Board should take as much time as was needed to address the issue because of the implications and the difficulty in getting rid of the regulations if they made the wrong decision.

Mr. Opalewski felt that the Board needed to move something forward to the City Commission, since it was their decision to make.

City Attorney Hayes summarized that staff would provide more information for Criteria #2 in the re-drafted ordinance.

#1) – Location by Roadway

Mr. Jorczak thought that Criteria #1 was a matter of density; Mr. Adams disagreed.

City Attorney Hayes suggested looking at the criteria in terms of property owners in order to avoid classification. He said the signage was not for businesses or for houses of worship, but was for property owners within certain zoning districts or along certain roadways. He asked them to focus on the which roadways they wanted to exclude, if any, and/or distance criteria in order to be able to address the remaining two categories.

In response to the city attorney's inquiry, several Board members expressed opposition to electronic signs along certain sections of Granada Boulevard. **After discussion of the characteristics of the different segments of Granada Boulevard, the Board agreed to limit the signs to the commercial areas of SR40 from Clyde Morris Boulevard west.**

The Board also discussed the North US 1 corridor and decided upon the commercial area north of the intersection with North Nova Road.

City Attorney Hayes questioned the parameters, if any, for Granada Boulevard, west of the I-95 interchange. The initial consensus was for the area to terminate at the intersection with Tymber Creek Road.

(In response to Mr. Jorczak's inquiry, Mr. Spraker said that Daytona Beach planned some commercial property on west SR 40, but that it would include a 50-foot scenic setback.)

Mr. Adams pointed out that there were at least three churches located west of Tymber Creek Road.

Mr. Hayes asked if there was a reason that they needed to establish a limit on West Granada. He pointed out that the city would have no control over what the commercial uses in Daytona might do.

Mr. Spraker agreed that there were some scattered commercially-zoned properties on West Granada, and reminded the Board that staff could do an analysis based on lot frontage and/or acreage along West Granada from Tymber Creek Road, giving them a basis for their decision.

Mr. Spraker responded to Mr. Wigley by recalling that the issue began as a discussion item before the Planning Board and that standards had been included in an LDC amendment to the city's sign standards. The Planning Board had recommended approval and the item was forwarded to the City Commission for action, he said. He remembered that during the City Commission meeting, the representative of a house of worship indicated their desire to be included and the electronic sign standards were then extracted from the amendment for further review and analysis.

Mr. Wigley stated that he was not opposed to churches, but pointed out there were at least 12 churches along West Granada, all of whom would potentially want electronic signs, not including the businesses along that route.

Mr. Spraker advised that staff would return with analysis that would help the Board identify and define the standards they wished to use.

Chair Thomas asked that the analysis include the distance measurements in mileage from a) from Nova to the interstate in the North US1 corridor, and b) from Clyde Morris Boulevard to the interstate along West Granada. He pointed out that there were two houses of worship east of the intersection with Clyde Morris Boulevard.

In reply to Mr. Wigley's concern that houses of worship were sometimes located in shopping centers, Chair Thomas noted that the center would be allowed only the signage allowed by their approval.

Following discussion regarding commercial uses along North US 1, City Attorney Hayes again asked the Board to focus not on uses, but on the linear footage and parcel size standards. He acknowledged that it was difficult to separate the uses from the points of reference, but reminded the members that the transcription of the meeting would be a part of the public record. He agreed with Chair Thomas that secondary impacts to residential were an important factor and an appropriate consideration, but stated that he did not want the Board members to discuss business classifications.

In discussing the distance parameter as it related to residential uses off of North US1, Mr. Spraker explained that the measurement was intended for the single-family lot, not to the areas under the ownership of the homeowners' associations.

The Board consensus was stated to exclude SR A1A (Atlantic Avenue) from eligibility and decided to postpone a decision regarding Nova Road until staff was able to analyze the properties along that roadway.

Mr. Jorczak and Mr. Wigley were not in favor of allowing the signs along Nova Road.

Mr. Spraker, in response to Chair Thomas, explained that the cemetery on Nova Road was zoned as B-1; he noted that it had tremendous frontage and depth.

Chair Thomas pointed out that there were already two electronic message boards on Nova Road: The Trails sign and billboard. He added that there was another electronic sign on Nova Road, just south of the city limits, and said he did not have as much as a problem with including Nova Road as did Mr. Jorczak.

Mrs. Press wanted the additional information regarding Nova Road properties that had been offered by staff before making a decision.

Chair Thomas stated that he was also not opposed, as were others, to allowing the signs along Atlantic Avenue. He thought the signs should be spread out around the city.

Mr. Wigley questioned whether any thought had been given to allowing electronic signs along the commercial areas of Hand Avenue.

Mr. Spraker said that the businesses along Hand Avenue were primarily office development, with a smaller percentage (20%) of retail. He confirmed for Mr. Wigley that the largest undeveloped parcel was owned by Tomoka Christian Church and had been approved for a house of worship.

Chair Thomas said he wanted staff to look at that area also, because he considered most of the development along Hand Avenue to be commercial.

Mr. Wigley thought that since part of the Board's role was to help business, they should reconsider allowing electronic signs along SR A1A. He said some of the hotels were hurting financially.

City Attorney Hayes advised that there had to be a basis for allowing a different standard of measurement for signs along SR A1A, which meant additional study in that area.

Chair Thomas stated that if they were going to consider including Nova Road, they should consider Atlantic Avenue as well, but pointed out that did not mean they were going to add those thoroughfares.

Mr. Spraker explained that SR A1A was zoned B-6, which allowed both transient lodging and single-family homes; he thought that would an issue in assigning standards.

Chair Thomas opined that the electronic monument signs would be nicer than the existing pole signs. He felt that the single-family homes used as rentals should be considered as commercial.

Public Comment

Mr. Antonio Amaral, representing Amaral Plaza, 1360-1370 North US1, stated that font size would be dictated by the size of the sign, a problem that would solve itself. He said that by limiting the electronic signs to fixed text, the signs would not be as distracting; therefore, the need to limit the text change to one time per hour was moot. He thought the actions of the Board at the meeting showed progress and hoped that it continued, since he felt some resolution of the issue was needed.

Mr. John Bandorf, 18 Village Drive, expressed concern with the appeal process and thought that the City would be abdicating their responsibility to judges and lawyers. He said that they courts did not represent the public; the elected city officials did.

Mr. Wigley explained that the Special Master would review the city's order by means of an appeal.

Mr. Bandorf questioned the process for the appeal of regular sign issues and asked if that process was different. He felt that the regulation would circumvent the job the Board was appointed to do and was, by nature, a change in the process for appeals.

Chair Thomas explained that the Planning Board was only advisory and only made recommendations to the City Commission, the elected body that made the decisions and established city regulations.

Mr. Bandorf apologized if the appeal being established for electronic signs was the same for traditional signs, but stated that if it was different, they were in the wrong.

City Attorney Hayes stated that city staff would look at the appeal process for other signs and other appeal routes, but said he liked to use that route for those procedural issues that related to project applications. He said he liked to use lawyers and judges for the review of local legislation, since they are trained to apply the law as written. Although he did not know whether his review would change the process in the draft ordinance, he would see if there was a distinction to be made and would advise the Board.

Chair Thomas asked how the Planning Board could recommend denial of an electronic sign that met all the guidelines, given the proposed language in the ordinance that would allow property owner appeals.

Mr. Hayes explained that the signage would be reviewed by the SPRC (Site Plan Review Committee), who was charged with applying the criteria in the ordinance to the sign application. He said they would be obligated to approve the application if it met all the standards; if not, the SPRC could deny the permit. He clarified that some things had appeal routes that were different; e.g., some would go first to the Chief Building Official, then on to circuit court. He added that if an application met the criteria and was turned down, it would then go before the Special Master, who could look at the standards and order staff to issue the permit if the denial was in error. He explained that the judicial appeal route de-politicized the process.

Chair Thomas questioned how the SPRC could turn down something that the City Commission would eventually approve.

Mr. Wigley gave an example of an application that was denied by the SPRC because of a slight shortcoming in a requirement; an applicant could then appeal the decision. He thought that every denial of an electronic changeable sign would most likely be appealed.

City Attorney Hayes further explained that government officials had to apply the standards in the adopted Code regulations. He said that if they did not, for whatever reason, the property owner had to have an avenue of relief, which in this instance, was the due process route called an appeal. He said that since the judicial system was the ultimate protector of citizens' rights, they were the last body that one would expect to be prejudiced. Elected officials, he continued, were the most vulnerable because they were the ones most apt to be pressured politically. **He reiterated that staff would compare the appeal route with other appeal standards in the LDC.**

Ms. Kimberly Bandorf, 18 Village Drive, thought that the city attorney's comments were hogwash. She opined that the lawyers were just as political as was the Board. She stated that they needed electronic signs, which she called the wave of the future. She thanked the Board for their efforts, but said she thought that they had a long way to go.

Ms. Bandorf said that the electronic signs on North US1 were more aesthetically pleasing than most of the existing signage near the interchange. She thought the residents in the area would be pleased to see the signs upgraded and also thought it would be a good thing for the businesses in the area. She stated that she did not understand the problem, particularly since not everyone could afford such an expensive sign. She pointed out that the signs could also be commandeered to disseminate information in emergency situations, a benefit to the city that the city would neither have to pay for nor maintain.

The Planning Board recessed for five minutes.

Mr. Jorczak suggested that if Planning staff was prepared to do so, the Board could discuss the issue further at the next meeting or at a workshop.

Mr. Goss said he preferred a workshop session that could be devoted solely to electronic signage.

The Board decided to wait until the September meeting of the Board to set a date.

In response to Mr. Jorczak, Mr. Goss confirmed that the Form Based Code would be heard by the Planning Board, following another meeting with Ormond MainStreet on August 31st.

I. ADJOURNMENT

The meeting was adjourned 9:05 p.m.

Respectfully submitted,

Ric Goss, AICP, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Betty Ruger

Exhibit E

Site analysis as presented at 09.28.2010

&

Additional analysis: Hand Avenue and U.S. 1 from Wilmette Avenue to Nova Road

CITY OF ORMOND BEACH

FLORIDA

PLANNING

MEMORANDUM

TO: Planning Board Members

FROM: Steven Spraker, AICP, Senior Planner

DATE: September 22, 2010

SUBJECT: Planning Board Workshop –September 28, 2010

Please find attached an analysis relating to the August 23, 2010 Planning Board workshop focusing on the following issues:

1. Potential roadways to allow Electronic Changeable Copy (ECC) signage.
2. Number of properties with a minimum of 200' of lot frontage.
3. Number of properties that are 300' and 500' away from residential uses.
4. Parcel sizes by roadway corridor.
5. Additional potential criteria for consideration, such a building size and multi-tenant or use properties.

There are a number of potential combinations of the criteria listed above. In reviewing the data, staff was mindful of the reasons for the investigation of the use of ECC signs, which include:

1. To provide signage for multi-tenant or multi-use buildings that cannot locate all the tenants on tenant panel signs.
2. To provide signage for those buildings that has large setbacks from the right-of-way and may have limited signage.
3. To provide a better aesthetic look for businesses other than multiple tenant panels that can be hard to read.

Staff analyzed the following corridors:

1. Granada Boulevard, from Clyde Morris Boulevard to Breakaway Trails.
2. US1, from Nova Road to Flagler County line.
3. South Atlantic Avenue, from Granada Boulevard to south City limits.
4. Nova Road, from North US1 to south City limits.

Based on the attached analysis, staff would recommend the following criteria for ECC signage:

1. **Potential Roadways for ECC:**
    a. Granada Boulevard, from Clyde Morris Boulevard to Breakaway Trails.
    b. US1, from Nova Road to Flagler County line.
    c. Nova Road, from North US1 to south City limits.
2. **Minimum lot frontage:** 200 feet.
3. **Minimum distance from residential uses:** 300 feet.
4. **Minimum parcel size:** 3 acres.
5. **Additional ECC criteria:** Only for multi-tenant occupancy.

Number of properties that meet the recommended criteria

Roadway	**Granada Boulevard** (Clyde Morris Boulevard to Breakaway Trails)	**US1** (Nova Road to Flagler County line)	**Nova Road** (North US1 to south City limits)
200' lot frontage	66	92	44
300' from residential uses	42	88	27
Parcel size of at least 3 acres	16	50	13
Multi-tenant	**11**	**9**	**6**

There are currently 26 properties that would meet the criteria listed above.

Attachments:

ECC Sign Roadway Corridor Analysis

ECC Sign Roadway Corridor Analysis

Analysis of the following roadways: (Item I.(b).1 of August 23rd draft revision)

A. Granada Boulevard: Clyde Morris Boulevard to Breakaway Trails;

B. US1: Nova Road to Flagler County line

C. South Atlantic Avenue: Granada Boulevard to south City limits

D. Nova Road: US1 to south City limits

Electronic Changeable Copy Sign Criteria:

1) Minimum of 200' of lot frontage. (Item I.(b).2 of August 23rd draft revision)

2) Distance from the sign to conforming residential uses – using 300' and 500' distance separation. (Item I.(b).5 of August 23rd draft revision)

3) Analysis of parcel sizes. (Item I.(b).2 of August 23rd draft revision)

4) Optional criteria, building square footage and multi-tenant or use. (additional criteria not previous reviewed)

Notes:

- Parcel size and square footage obtained from Volusia County Property Appraiser and City GIS (Looking Glass program).
- Distance from residential measure by the City GIS (Looking Glass program).
- Final determination of parcel size, building square footage, multi-tenant use and distance from residential is required to be determined by site survey.

Granada Boulevard from Clyde Morris Boulevard to Breakaway Trails

300' away from residential

	Total number of lots/parcels:			76
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			66
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			42
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			9
	1 acre to 1.99 acres:			14
	2 to 2.99 acres:			3
	3 or more acres:			16
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**2**	**0**
	1 acre to 1.99 acres:	**1**	**3**	**1**
	2 to 2.99 acres:	**2**	**1**	**1**
	3 or more acres:	**9**	**11**	**9**
	Total:	**12**	**17**	**11**

500' away from residential

	Total number of lots/parcels:			76
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			66
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			27
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			7
	1 acre to 1.99 acres:			9
	2 to 2.99 acres:			3
	3 or more acres:			8
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**2**	**0**
	1 acre to 1.99 acres:	**0**	**0**	**0**
	2 to 2.99 acres:	**1**	**0**	**0**
	3 or more acres:	**4**	**5**	**4**
	Total:	**5**	**7**	**4**

The criteria for Electronic Changeable Copy (ECC) signage was based on the discussion at the August 23rd Planning Board workshop meeting. The first criterion is the number of parcels that have a minimum of 200' of lot frontage. There are 66 parcels that have 200' of lot frontage.

The second criterion applies to those properties that are at least 300' from any conforming residential use. Along Granada Boulevard, from Clyde Morris Boulevard to Breakaway Trails there are 42 properties that meet these two criteria. Staff also analyzed a distance from residential uses of 500' which reduced the total number of eligible properties to 27.

The third criterion applies a minimum lot size to the properties that have a minimum lot frontage and distance away from residential uses. Utilizing the 300' distance standard away from residential uses, there are 9 properties that have less than 1 acre of total lot area, 14 properties that have between 1 and 1.99 acres, 3 properties that have 2 to 2.99 acres, and 16 properties that have 3 or more acres. Utilizing the 500' standard away from residential use, there are 7 properties that have less than 1 acre of total lot area, 9 properties that have between 1 and 1.99 acres, 3 properties that have 2 to 2.99 acres, and 8 properties that have 3 or more acres. The Planning Board did not establish a minimum lot size at the August 23rd workshop.

The fourth potential criterion applies two more restrictions. It is the Board's decision to apply both, one or neither of the criteria analyzed. The first restriction is the size of the building on the properties. One option is to restrict ECC signs to those properties which have larger building sizes. Staff used a criterion of buildings over 10,000 square feet, although the Board can select an alternative square footage threshold. Using the 300' residential standard, there are 12 properties that are over 10,000 square feet. Using the 500' residential standard, there are 5 properties that are over 10,000 square feet.

Another potential restriction is to limit ECC signs to properties that are multi-tenant (different units in a shopping center or office complex) or multi-use (such as a Church with a daycare or school). There are 17 multi-tenant or multi-use properties in this corridor using the 300' residential distance standard and 7 using the 500' residential distance standard. A final criterion could require a property be both over 10,000 square feet and multi-tenant or multi-use. There are 11 properties along the corridor using the 300' residential distance standard and 4 using the 500' residential distance standard.

Summary Points:

1. This corridor is a Gateway/Greenbelt corridor requiring only monument signs.
2. Granada Boulevard west of Clyde Morris Boulevard is an office and commercial land use corridor.
3. The properties are generally larger in size and the residential uses are limited west of Williamson Boulevard to Tymber Creek Road where commercial and interchange uses exist.

US1: From Nova Road to Flagler County Line

300' away from residential

	Total number of lots/parcels:			136
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			92
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			88
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			4
	1 acre to 1.99 acres:			19
	2 to 2.99 acres:			15
	3 or more acres:			50
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**3**	**4**	**3**
	2 to 2.99 acres:	**1**	**1**	**1**
	3 or more acres:	**21**	**9**	**9**
	Total:	**25**	**14**	**13**

500' away from residential

	Total number of lots/parcels:			136
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			92
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			73
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			4
	1 acre to 1.99 acres:			10
	2 to 2.99 acres:			11
	3 or more acres:			48
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**2**	**2**	**2**
	2 to 2.99 acres:	**1**	**1**	**1**
	3 or more acres:	**20**	**8**	**8**
	Total:	**23**	**11**	**11**

US1: From Nova Road to Flagler County Line

The criteria for Electronic Changeable Copy (ECC) signage was based on the discussion at the August 23rd Planning Board workshop meeting. The first criterion is the number of parcels that have a minimum of 200' of lot frontage. There are 92 parcels of a total of 136 parcels that have 200' of lot frontage.

The second criterion applies to those properties that are at least 300' from any conforming residential use. Along US1, from Nova Road to the Flagler County line, there are 88 properties that meet these two criteria. Staff also analyzed a distance from residential uses of 500' which reduced the total number of eligible properties to 73.

The third criterion applies a minimum lot size to the properties that have a minimum lot frontage and distance away from residential uses. Utilizing the 300' standard away from residential use, there are 4 properties that have less than 1 acre of total lot area, 19 properties that have between 1 and 1.99 acres, 15 properties that have 2 to 2.99 acres, and 50 properties that have 3 or more acres. Utilizing the 500' standard away from residential use, there are 4 properties that have less than 1 acre of total lot area, 10 properties that have between 1 and 1.99 acres, 11 properties that have 2 to 2.99 acres, and 48 properties that have 3 or more acres. The Planning Board did not establish a minimum lot size at the August 23rd workshop.

The fourth potential criterion applies two more restrictions. It is the Board's decision to apply both, one or neither of the criteria analyzed The first restriction is the size of the building on the properties. One option is to restrict ECC signs to those properties which have larger building sizes. Staff used a criterion of buildings over 10,000 square feet, although the Board can select an alternative square footage threshold. Using the 300' residential standard, there are 25 properties that are over 10,000 square feet. Using the 500' residential standard, there are 23 properties that are over 10,000 square feet.

Other potential criteria are properties that are multi-tenant (different units in a shopping center or office complex) or multi-use (such as a Church with a daycare or school). There are 14 multi-tenant or multi-use properties in this corridor using the 300' residential standard and 11 using the 500' residential distance standard. A final criterion could require a property be both over 10,000 square feet and multi-tenant or multi-use. There are 13 properties that meet this criterion using the 300' residential standard and 11 using the 500' residential distance standard.

Summary Points:

1. The US1 corridor is a Gateway/Greenbelt corridor requiring only monument signs.
2. There are a number of larger parcels (65 over 2 acres in size) in this corridor. Some of these are vacant and can be subdivided into additional parcels with 200' of lot frontage.
3. A majority of properties are not within 300' of residential uses.
4. A number of properties in this corridor are located in unincorporated Volusia County. Of 88 eligible properties for ECC signage, 55 are in Volusia County and 33 are in the City.

South Atlantic Avenue: Granada Boulevard to South City limits

300' away from residential

	Total number of lots/parcels:			**106**
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			**25**
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			**14**
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			**1**
	1 acre to 1.99 acres:			**3**
	2 to 2.99 acres:			**7**
	3 or more acres:			**3**
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**3**	**0**	**0**
	2 to 2.99 acres:	**4**	**1**	**1**
	3 or more acres:	**2**	**0**	**0**
	Total:	**9**	**1**	**1**

500' away from residential

	Total number of lots/parcels:			**106**
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			**25**
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			**7**
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			**0**
	1 acre to 1.99 acres:			**2**
	2 to 2.99 acres:			**4**
	3 or more acres:			**1**
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**2**	**0**	**0**
	2 to 2.99 acres:	**3**	**0**	**0**
	3 or more acres:	**1**	**0**	**0**
	Total:	**6**	**0**	**0**

South Atlantic Avenue: Granada Boulevard to South City limits

The Planning Board elected not to include the South Atlantic Avenue in the list of eligible roadways for ECC signs. Several members did express an interest to look at this corridor, so it is provided as an informational item. The first criterion is the number of parcels that have a minimum of 200' of lot frontage. There are 25 parcels of a total of 106 parcels that have 200' of lot frontage.

The second criterion applies to those properties that are at least 300' from any conforming residential use. Along South Atlantic Avenue, from Granada Boulevard to the south City limits, there are 14 properties that meet these two criteria. Staff also analyzed a distance from residential uses of 500' which reduced the total number of eligible properties to 7.

The third criterion applies a minimum lot size to the properties that have a minimum lot frontage and distance away from residential uses. Utilizing the 300' standard away from residential use, there is one property that have less than 1 acre of total lot area, 3 properties that have between 1 and 1.99 acres, 7 properties that have 2 to 2.99 acres, and 3 properties that have 3 or more acres. Utilizing the 500' standard away from residential use, there are no properties that have less than 1 acre of total lot area, 2 properties that have between 1 and 1.99 acres, 4 properties that have 2 to 2.99 acres, and 1 property that have 3 or more acres. The Planning Board did not establish a minimum lot size at the August 23rd workshop.

The fourth potential criterion applies two more restrictions. It is the Board's decision to apply both, one or neither of the criteria analyzed The first restriction is the size of the building on the properties. One option is to restrict ECC signs to those properties which have larger building sizes. Staff used a criterion of buildings over 10,000 square feet, although the Board can select an alternative square footage threshold. Using the 300' residential standard, there are 9 properties that are over 10,000 square feet. Using the 500' residential standard, there are 6 properties that are over 10,000 square feet.

Other potential criteria are properties that are multi-tenant (different units in a shopping center or office complex) or multi-use (such as a Church with a daycare or school). There is one multi-tenant or multi-use property in this corridor using the 300' residential standard and no properties using the 500' residential distance standard. A final criterion could require a property be both over 10,000 square feet and multi-tenant or multi-use. There is one property that meets this criterion using the 300' residential standard and no properties using the 500' residential distance standard.

Summary Points:

1. There are a limited number of properties that are 200' in width (25 out of 106).
2. The 300' residential distance requirement standard eliminates a majority of commercial properties. The lot depth along most of SRA1A is less than 300'. The B-6 zoning distance allows single-family residences, transient lodging, and condominiums.
3. Properties along South Atlantic Avenue are permitted to have pole signs which allow more square footage than monument signs.
4. The direction of the Planning Board was not to include this corridor for ECC signs.

Nova Road: US1 to South City limits

300' away from residential

	Total number of lots/parcels:			89
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			44
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			27
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			2
	1 acre to 1.99 acres:			6
	2 to 2.99 acres:			6
	3 or more acres:			13
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**1**	**2**	**1**
	2 to 2.99 acres:	**3**	**3**	**3**
	3 or more acres:	**11**	**6**	**6**
	Total:	**15**	**11**	**10**

500' away from residential

	Total number of lots/parcels:			89
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			44
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			18
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			1
	1 acre to 1.99 acres:			4
	2 to 2.99 acres:			2
	3 or more acres:			11
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**0**	**1**	**0**
	2 to 2.99 acres:	**1**	**0**	**0**
	3 or more acres:	**9**	**4**	**4**
	Total:	**10**	**5**	**4**

Nova Road: US1 to South City limits

At the August 23rd Planning Board workshop there was discussion regarding the Nova Road corridor. Board members desired additional information of the characteristics of the corridor. The first criterion for ECC eligibility is the number of parcels that have a minimum of 200' of lot frontage. There are 44 parcels of a total of 89 parcels that have 200' of lot frontage for this corridor.

The second criterion applies to those properties that are at least 300' from any conforming residential use. Along Nova Road, from US1 to the south City limits, there are 27 properties that meet these two criteria. Staff also analyzed a distance from residential uses of 500' which reduced the total number of eligible properties to 18.

The third criterion applies a minimum lot size to the properties that have a minimum lot frontage and distance away from residential uses. Utilizing the 300' standard away from residential use, there are 2 properties that have less than 1 acre of total lot area, 6 properties that have between 1 and 1.99 acres, 6 properties that have 2 to 2.99 acres, and 13 properties that have 3 or more acres. Utilizing the 500' standard away from residential use, there is one property that has less than 1 acre of total lot area, 4 properties that have between 1 and 1.99 acres, 2 properties that have 2 to 2.99 acres and 11 properties that have 3 or more acres. The Planning Board did not establish a minimum lot size at the August 23rd workshop.

The fourth potential criterion applies two more restrictions. It is the Board's decision to apply both, one or neither of the criteria analyzed. The first restriction is the size of the building on the properties. One option is to restrict ECC signs to those properties which have larger building sizes. Staff used a criterion of buildings over 10,000 square feet, although the Board can select an alternative square footage threshold. Using the 300' residential standard, there are 15 properties that are over 10,000 square feet. Using the 500' residential standard, there are 10 properties that are over 10,000 square feet.

Other potential criteria are properties that are multi-tenant (different units in a shopping center or office complex) or multi-use (such as a Church with a daycare or school). There are 11 multi-tenant or multi-use properties in this corridor using the 300' residential standard and 5 properties using the 500' residential distance standard. A final criterion could require a property be both over 10,000 square feet and multi-tenant or multi-use. There is 10 properties that meet this criterion using the 300' residential standard and 4 properties using the 500' residential distance standard.

Summary Points:

1. Properties along Nova Road are permitted to have pole signs which allow more square footage than monument signs.
2. There are residential areas directly behind the commercial zoning which eliminates a number of properties ability to utilize ECC signage.
3. Nova Road is a commercial corridor with large commercial centers such as the Trails and Tomoka Plaza shopping centers, smaller commercial centers such as Capital Plaza and Nova Ace, and with multi-tenant office buildings.

Exhibit F

Correspondence received regarding ECC signage

Spraker, Steven

From: Spraker, Steven
Sent: Friday, May 21, 2010 2:10 PM
To: 'mlahue@cfl.rr.com'
Cc: Ruger, Betty; Roeper, Denise
Subject: RE: Online Form Submittal: Report a Concern

Ms. LaHue:

Thank you for your e-mail regarding the discussion on electronic changeable copy signage. I will provide your e-mail in the agenda packet that goes before the City Commission and Planning Board. Below are the tentative dates that the item is scheduled to be reviewed:

Planning Board: June 10, 2010
City Commission (1st Reading): July 20, 2010
City Commission (2nd reading): August 4, 2010

All of these meetings are public meetings starting at 7pm in the City Hall Commission Chambers, where there will be an opportunity to speak regarding the potential Land Development Code amendment.

If you wish to discuss further, please contact me.

Thank you

Steven

Steven Spraker, AICP
Senior Planner

Planning Department
22 South Beach Street
Room 104
Ormond Beach, FL 32175

Direct Line: 386.676.3341
Department: 386.676.3238
E-mail: spraker@ormondbeach.org

From: support@civicplus.com [mailto:support@civicplus.com]
Sent: Friday, May 21, 2010 12:18 PM
To: PW Office Operations
Subject: Online Form Submittal: Report a Concern

If you are having problems viewing this HTML email, click to view a Text version.

Report a Concern

To report a concern or request service, please complete the information below. Contact information is necessary to properly address your concern or request. Please provide some details in the description box below.

Name* Marsha LaHue

Address 6 Ironwood ct

Phone* 386-677-6966

Email* mlahue@cfl.rr.com

Public Notice: Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic email to this entity. Instead, call 386-677-0311 or send your concern/request in writing.

Location of concern/request* Granada Blvd

Animal Services

- ☐ Animal Abuse/Cruelty
- ☐ Dangerous Dog
- ☐ Nuisance/Barking
- ☐ Running at Large
- ☐ Unsafe/Unsanitary Conditions

Code Violations

- ☐ Abandoned Vehicles
- ☐ Noise Abatement
- ☐ Overgrown Vegetation
- ☐ Parking Violations
- ☐ Unlicensed Business
- ☐ Water Restriction Violation

General

- ☐ City Employee
- ☐ Park or City Property Maintenance
- ☐ Utility Billing
- ☐ Utility Service
- ☐ Website
- ☐ Other

Sidewalks/Streets/Street Lights

- ☐ Sidewalk Damage/Dangerous
- ☐ Street/Pot Hole
- ☑ Street Sign
- ☐ Street Light Out

Stormwater

- ☐ Blocked Drain
- ☐ Flooding

Solid Waste/Recycling

- ☐ Recycling
- ☐ Solid Waste
- ☐ Yard Waste

Description of concern or request

I'm totally opposed to any change in signage along Granada or anyplace else in OB! Churches are well enough defined as they are. Mark Lane calls it cheesy; I call it tacky to increase & embellish signs. I'm told Lori my feelings, too.

For beach questions or concerns, please contact Volusia County 386-239-6414. Volusia County Beach Safety

For consumer complaints, please contact Florida Division of Consumer Services, Consumer Complaints 800-435-7352. Consumer Complaints

* indicates required fields.

The following form was submitted via [redacted]r website: Report a Concern [redacted]

Name: Marsha LaHue

Address: 6 Ironwood ct

Phone: 386-677-6966

Email: mlahue@cfl.rr.com

Location of concern/request: Granada Blvd

Animal Services: not checked

Code Violations: not checked

General: not checked

Sidewalks/Streets/Street Lights: Street Sign

Stormwater: not checked

Solid Waste/Recycling: not checked

Description of concern or request: I'm totally opposed to any change in signage along Granada or anyplace else in OB! Churches are well enough defined as they are. Mark Lane calls it cheesy; I call it tacky to increase & embellish signs. I'm told Lori my feelings, too.

Additional Information:
Form submitted on: 5/21/2010 11:17:38 AM
Submitted from IP Address: 97.104.27.44
Form Address: http://www.ormondbeach.org/forms.aspx?FID=41

Spraker, Steven

From: Goss, Ric
Sent: Thursday, June 10, 2010 3:23 PM
To: 'Norman Lane'
Cc: Spraker, Steven
Subject: RE: Lighted Signs

Mr. Lane: Email letter confirmed as received. Will enter into record. Ric Goss

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From: Norman Lane [mailto:norman@rotomation.com]
Sent: Thursday, June 10, 2010 3:22 PM
To: Goss, Ric
Subject: Lighted Signs

Dear Mr. Gos:

I had hoped to come to the Planning Board meeting tonight to voice my opinion if possible, but have a schedule conflict. I hope that you will read my comments into the record.

I am opposed to allowing these signs anywhere in the city. I believe that it will be impossible to maintain the kind of restrictions that have been proposed. Restrictions on the types of properties or their locations will be seen as arbitrary and unfair and will fall over time. Similarly, restrictions on the color, brightness, patterns, and frequency of change will also erode. This is a very slippery slope that I believe will result in our beautiful city being peppered with distracting and unsightly moving picture signs.

If the present owners of changeable text signs are just trying to save labor, it seems unlikely that they will pay for the high cost of the signs any time soon.

Thank you for your consideration

Norman Lane
1314 Northside Drive
Ormond Beach, FL 32174

Spraker, Steven

From: Ruger, Betty
Sent: Thursday, March 11, 2010 4:29 PM
To: Goss, Ric; Spraker, Steven
Cc: Kornel, Laureen; Finley, Shawn; Weedo, Becky; Johnson, Sabrina M
Subject: FW: "New sign law will favor churches"

From: An Oracle [mailto:anoracle@live.com]
Sent: Thursday, March 11, 2010 4:27 PM
To: Community Development
Subject: Re: "New sign law will favor churches"

Re: "New sign law will favor churches" News-Journal March 11, 2010

Any "Law" "Favoring" "Church" Violates the US Constitution First Ammendment's "Separation Clause"! ie."---Shall make no law---"etc.

I say: The "Planned "Flashing Signs" are an admission of ignorance by those who are supporting such an obvious demonstration of 'Bigotry" against; and illogical neglect of, the 'RATIONAL' members of our Comunity.

This "Planned" 'Advertisement' also favors Government "Faith-Based", supported "Tax-Free" entities that compete with "Tax-paying" "Legitimate Businesses"!

Please re-consider this proposed immoral scheme designed to further divide residents of our Community?

Thank You, Jim Hanley

Re: "Religious Freedoms Should be Savored" News-Journal March 11, 2010

COPY

Hello Mark I. Johnson; Do you realize;

Your tolerance of "Religions" is condoning their crimes!

Our US Government is supporting "Religion's Organized Crime"!

RELIGIONS ARE ORGANIZED CRIME

"Religions" corrupt the minds of innocent children and naive fools with ATROCIOUS LIES & fairytales! A "Crime"!

'Islam' "Religion" 'is KILLING innocent children with EXPLOSIVES tied to their bodies which is ignited in the presence of "INFIDELS"; people like YOU, and your FAMILY MEMBERS, or friends or neighbors! "The "Crime" is "Murder"!

'Christian' "Religion" KILLS the "FETUSES" they 'save', once they are old enough to DIE in an "ILLEGAL", IMMORAL "INVASION" or, WAR! The "Crime" is "Murder!

The "RELIGIOUS" "Majority", are "responsible": for, 'ELECTING' ALL the ROTTEN ELECTED THIEVES and "WAR-MONGERING-GREEDY-MILITARY-INDUSTRIAL-COMPLEX" MURDERERS who profit from killing Americans on battlefields!

"RELIGIONS" are doing everything possible to INFECT every school-age child in the World with the ROTTEN MIND DESTROYING PLAGUE "RELIGION'!

You, and your TOLERANT ILK, are 'COHORTIC' CRIMINAL ASSISTANTS TO THOSE RATS!

"Religious Freedom" is Freedom To Corrupt Humanity!

The worst form of child abuse is corrupting their minds!

When given a choice between: "INFINITE" "UNIVERSE" or, "INFINITE" "GHOSTLY APPARITION"

'Rational' people say: "INFINITE UNIVERSE"!

Now! In the Twenty First Century; we must put an end to this DEBAUCHERY that is the cause of DUMBING-DOWN all of HUMANITY!

We must make a serious effort to incarcerate ALL those "Religious" criminal "proselytizers", and, end their atrocious perfidy!

ALL "Religious" 'people' are INSANE VICTIMS OF 'MIND-CONTROL'! Or, the 'Charlatans' who enslave them!

They are contaminating the World! "RELIGION" IS ROTTING 'MINDS'!

Mark; You are aiding and abetting the ENEMIES OF HUMANITY! You need an Editor!

There aint't no "God", and a so-called "Jesus Creator" never, never lived! GOOGLE IT!

Jim Hanley

Hotmail: Powerful Free email with security by Microsoft. Get it now.

Spraker, Steven

From: An Oracle [anoracle@live.com]

Sent: Thursday, August 19, 2010 8:30 PM

To: Spraker, Steven

Subject: August 23, 2010 - Planning Board workshop regarding electronic signage

Hello Steven Spraker, AICP Senior Planner;I
Once again I call your attention to the LAWS governing the actions you
may be 'tampering' with regarding "Signs" for "Religious Organizations".
Please be cognizant of these very practical and IMPORTANT LAWS?
As you certainly know both the State of Florida; and, our
U.S. Constitution prohibit enactment of 'ANY' "LAW" condoning or abetting religion.
ie.
CONSTITUTION OF THE STATE OF FLORIDA
SECTION 3. Religious freedom.--
"There shall be no law respecting the establishment of religion"
==========
And:------ U.S. Constitution First Amendment:

"Congress shall make no law respecting the establishment of religion."(!)

-

To grant "LEGAL PERMISSION" via a 'NEW LAW' for churches to
"ADVERTISE" A "RELIGION"
is most obviously an outright violation of both "Florida's Constitution",
and our "U S Constitution's First Amendment"!
Such obvious violation will most likely be challenged in a Court of Law.
This will then require extensive expenditure of large amounts of taxpayers'
hard- earned money to defend.
Isn't it time to exercise rational judgement and discard this idea, of
providing just another artifice for the promotion of a "RELIGION"?
==========

CONSTITUTION OF THE STATE OF FLORIDA

SECTION 3. Religious freedom.--

"There shall be no law respecting the establishment of religion---

No revenue of the state or any political subdivision or agency thereof shall ever be taken from the public treasury directly or indirectly in aid of any church, sect, or religious denomination or in aid of any sectarian institution".

==========

Jim Hanley

Spraker, Steven

From: Terra Fisher [Terra.Fisher@daktronics.com]
Sent: Tuesday, October 05, 2010 10:02 AM
To: Spraker, Steven
Cc: thesignpeople@mindspring.com
Subject: RE: Ormond Beach Meeting
Attachments: Lewin Distance Breakdown Chart.docx; Comparison PPT.ppt

Hello Steven,

Thanks for the summary. Did it pass the Planning Commission? Also, please see my comments in red below as well as the attached documents.

Thanks,
Terra

Terra Fisher
Signage Legislation

tel 605.275-1040 ext 51145 mobile 605.691-1285
email terra.fisher@daktronics.com
website www.daktronics.com

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From: Spraker, Steven [mailto:spraker@ormondbeach.org]
Sent: Tuesday, October 05, 2010 6:52 AM
To: Terra Fisher
Subject: RE: Ormond Beach Meeting

Terra:

I was a out a few days. Below is a summary:

• Permit electronic message center signs on North US 1, from Wilmette or Nova Road, to the Flagler County line. The terminus at Nova or Wilmette will be decided at the public hearing.

• Locational standards permit electronic message center signs on parcels which are 3 acres or larger, have 200 feet or more linear feet of road frontage and contain multiple tenants.

• Electronic message center signs would be permitted as monument only.

• Electronic message center signs would not be in addition to current number of signs permitted by code; however, existing monument signs could be switched out for electronic message center signs.

• Setback from road would be 5 feet.

• Changes in messages on the electronic message center signs could only occur once per hour.

• Scrolling, flashing, etc., would not be permitted.

• One color dark background and one-color lettering only.

This has in many jurisdictions, and will likely in your jurisdiction, lead to a degradation in the visual environment of the area. Single color, monochrome display requirements create a disincentive for sign owners to buy quality displays and will ultimately lead to a shoddy appearance. Additionally, the use of full color, static images (not the use of animation or video, but static images) allow the sign to appear more like any other static sign. To quote an over-used saying, a picture is worth a thousand words. It's a lot easier to disseminate information if given the latitude to display images rather than just static, monochrome text. This is especially true with an hour long hold-time. I have attached a PowerPoint document for your reference above.

• Light intensity should incorporate automatic dimmers and enforcement on brightness would be measured using .03 foot-candles at a 200 feet.

This is going to lead to some really bright signs. We suggest measuring our digital billboards (the 10.5ft x 36 ft) at this distance. If you allow this for much smaller signs, it will allow them to be brighter than they should be. Additionally, coupled with the monochrome requirement above, you are much more likely to get a low-quality display (without automatic dimming capabilities, as this brightness provision would most likely not even require smaller signs to dim, as they would be in compliance without dimming).

I attached our suggested break-down for measurement based on size. This will ensure that the signs are dimming appropriately.

• Signs would only be text. No videos or animated pictures.

Again, we are not asking for video or animated pictures. We are asking for the city to consider it visual environment and allow static images as well as text.

• No more than 50% of the allowable sign area could be electronic message center signs, but will be discussed further at the Planning Board Public Hearing.

• Screen resolution would be 20 millimeters or less.

• Appeals of denials for electronic message center signs would follow current code appeals.

Thank you

Steven

From: Terra Fisher [mailto:Terra.Fisher@daktronics.com]
Sent: Wednesday, September 29, 2010 12:42 PM
To: Spraker, Steven
Subject: Ormond Beach Meeting

Hello Steven,

Just checking to see if the Planning Commission passed on the sign ordinance revisions last night. Please advise, and if possible send me on any revisions they chose to make.

Thanks,

Terra Fisher
Signage Legislation

tel 605.275-1040 ext 51145 mobile 605.691-1285
email terra.fisher@daktronics.com
website www.daktronics.com

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WHICH WOULD YOU RATHER SEE IN YOUR COMMUNITY?

People changing with poles?



Changed automatically.

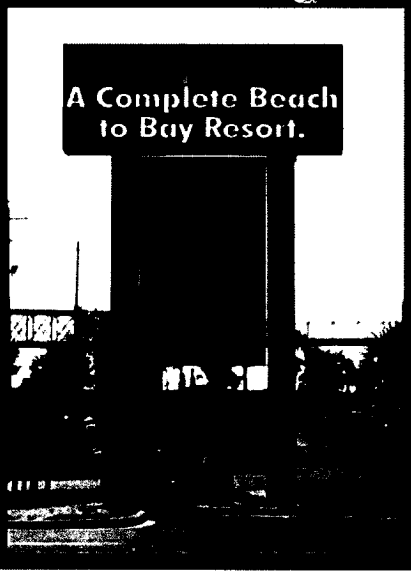


Open Every Day

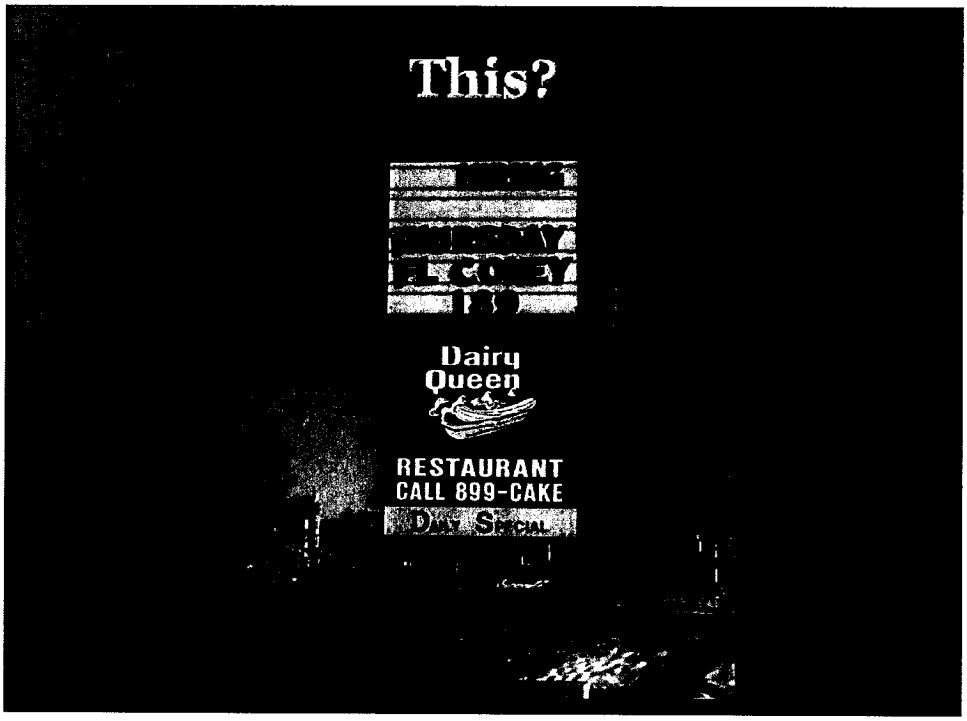
Cracked and Yellowed?



Crisp, Clear and Visually Pleasing.



This?

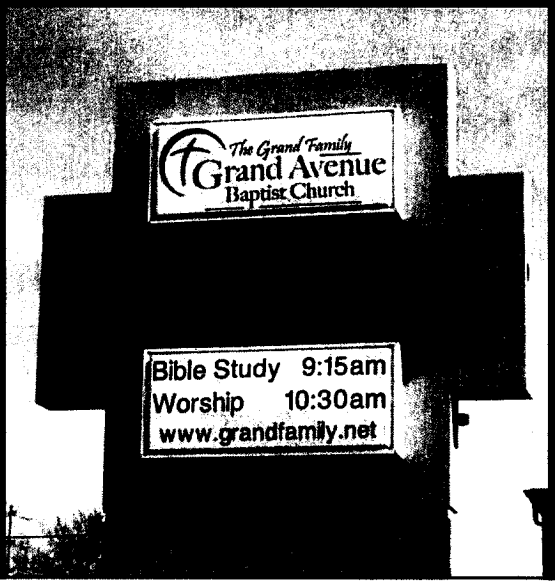


This.



IF YOU PROHIBIT GRAPHICS, IT WILL LEAD TO REDUCTION IN AESTHETICS

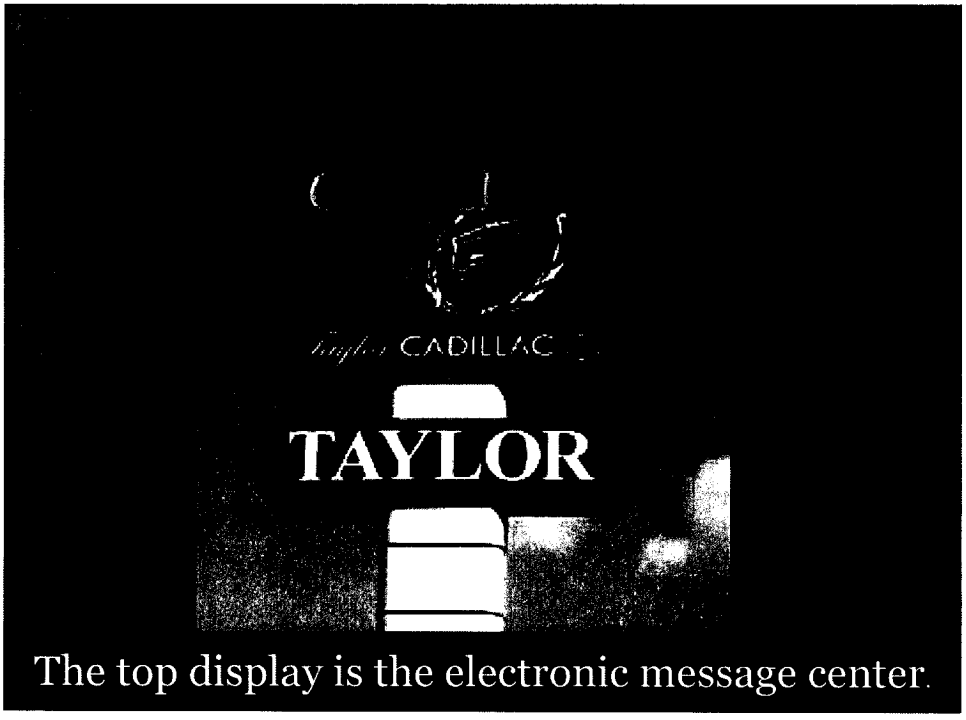
No Graphics



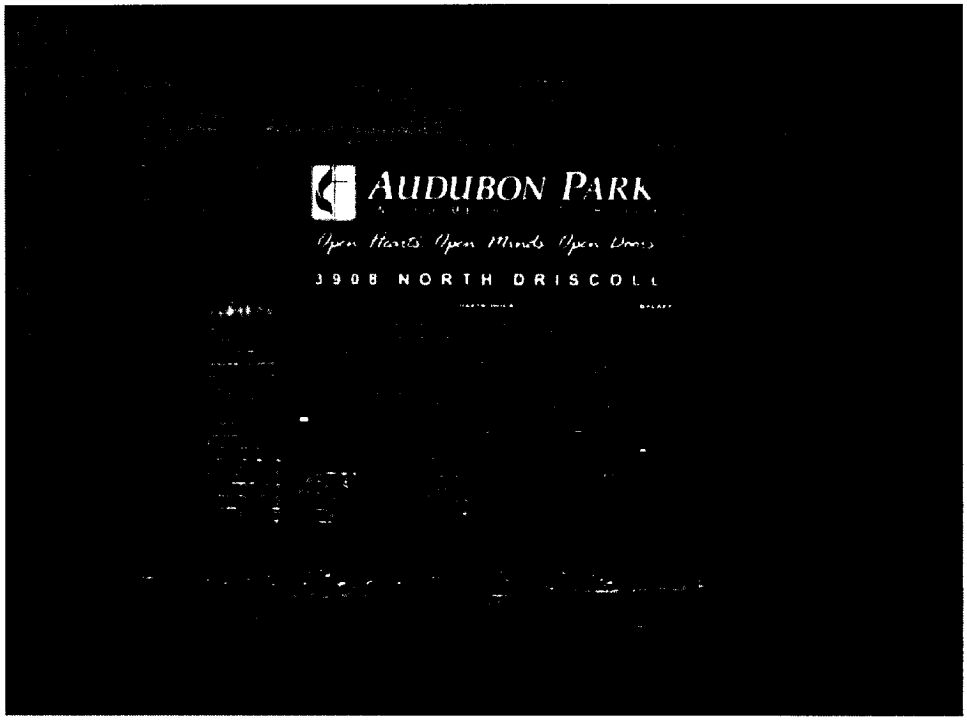
Graphics







The top display is the electronic message center.


AUDUBON PARK
Open Hearts Open Minds Open Doors
3908 NORTH DRISCOLL


NEBRASKA
HUMANE
SOCIETY
Join the Humane Race.

Spraker, Steven

From: Rearden, Matthew [MRearden@iscmotorsports.com]
Sent: Friday, March 19, 2010 1:44 PM
To: Spraker, Steven
Cc: Troy McCoy; Goss, Ric; Costello, Fred
Subject: RE: Calvary Church - Sign
Importance: High

Steve,

As I'm sure you know, the City Commission sent the entire Electronic Changeable Copy sign issue back to the drafting board on Tuesday. We were obviously disappointed with this result, as it appeared to be acceptable to all parties during the first reading. However, the commission indicated a willingness to quickly research and re-consider inclusion of language into the code.

It appears this change of direction will also temporarily stop the installation (or at least operation) of the Performing Arts center sign on US1.

I spoke with the Mayor and Ric Goss about the issue briefly Tuesday night following the meeting. I am happy to assist you with any information you may need and would appreciate it if Calvary would be included in the consideration, display and re-draft of any code sections. I think staff is aware of the desires of Calvary to replace the old and very outdated sign on Granada with a new, more modern and energy efficient LED changeable copy sign.

Our church is currently working with a few sign companies in the area, including Don Bell. (We understand Don Bell is the contractor on the Performing Arts sign as well). Calvary would be happy to assist with the coordination of the workshop requested by the commission or do anything else needed to move this along.

As someone who watches the activities of other communities in this area, I believe Ormond Beach would benefit from these changeable copy signs and trust that the staff and commission ultimately find a way to make this happen.

I believe staff did a great job with the sign code re-write and trust that the Electronic Changeable Copy sign allowance will quickly find its way into this new code.

I look forward to hearing from you and working with you.

Matt

Matthew W. Rearden, Esq.
Ofc: 386.681.4076 | Fax 386.681.4976

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From: Spraker, Steven [mailto:spraker@ormondbeach.org]
Sent: Wednesday, February 24, 2010 8:16 AM
To: Rearden, Matthew
Cc: Troy McCoy
Subject: RE: Calvary Church - Sign

Matt:

It took us some time to come to a final recommendation.

In the attached City Memorandum, staff recommends amending the proposed sign amendments to allow Houses of Worships over 20 acres to have the electronic changeable copy signage based on the variety of uses and events that occur on these large campus. When staff looked at the large Houses of Worships, we did not find any that meet the 75 acreage threshold in Ormond Beach. There are 4 Houses of Worships that meet the 20 acreage minimum threshold (1 of which is already permitted to have these types of signs). Staff recommended this option because it is the most narrow option of limiting electronic changeable copy signage of Granada Boulevard and Hand Avenue.

I would highly recommend that someone from Calvary be present at the March 2nd City Commission meeting to address the Commission on this item. I will forward the agenda once it is completed. If you have any questions, please contact me.

Thank you

Steven

Steven Spraker, AICP
Senior Planner

Planning Department
22 South Beach Street
Room 104
Ormond Beach, FL 32175

Direct Line: 386.676.3341
Department: 386.676.3238
E-mail: spraker@ormondbeach.org

From: Rearden, Matthew [mailto:MRearden@iscmotorsports.com]
Sent: Tuesday, February 16, 2010 5:29 PM
To: Spraker, Steven; Goss, Ric
Cc: Troy McCoy
Subject: Calvary Church - Sign
Importance: High

Steve,

Thanks for your time earlier today. As discussed, with the construction of the new sanctuary at Calvary we would like to upgrade our sign on Granada. We understand that there is an amendment to the current city code regarding LED/LCD/Electronic Changeable Copy signs. (Please send me the most recent draft when you have a moment.) As currently written, I don't believe the church is included in this change because of our location at 1687 W. Granada Blvd. Please consider this email our formal request to be included or to find an alternative allowing the church to erect a LED/LCD/Changeable Copy Sign at the Granada Blvd. entrance.

A bit of history on the current church sign.... The current "monument sign" on Granada Blvd. was grandfathered in when the church moved to its current location. The sign was actually brought with us from the churches' former location on

US1. It is obviously old, outdated and we would love to get our main entrance sign more current. However, we have not changed in because we did not want to be [redacted]tricted to the much smaller monument s[redacted] now required by city code.

If there was a way for the church to be permitted to install a newer Copy Change capable sign, we would certainly consider a sign upgrade. I have reviewed the proposed language (dated February 4th) and offer a few suggestions for inclusion of the church property into this proposed change as follows:

1) Limit the Granada restriction to Granada Blvd. East of 95. (As you are aware, the church property is West of 95.) The intent of the planning board seemed to try to keep the Changeable Copy signs out of the main Ormond Beach corridor and other residential areas. The areas west of 95 to not fit the intent of the planning board and are mostly commercial in nature.
2) Form an interchange zone at I-95 and Granada, allowing property owners within 2500 feet of the 95 interchange to have the Changeable Copy Signs.
3) Add an exception to the restricted areas to allow Houses of Worship with over 75 contiguous acres to have one Changeable Copy Sign on their property. In my estimation that would apply to Calvary, Tomoka Christian (at their proposed new location on Hand Ave.) and Riverbend on the West end of Granada.

As a less attractive alternative, the church would also be willing to consider implementing a sign plan for our property, but we would want to include the Changeable Copy sign in that plan. If there is not some freedom in the proposed language, possible even "or as otherwise allowed via a sign plan with the City", then that attempt may not work.

We are very flexible on the vehicle to accomplish our desires, but believe that a new sign to complement the almost complete sanctuary would be appropriate.

I have copied Pastor Troy McCoy on this note, as he is the main church contact. I'll be handling this issue for the church from the legal side.

Let me know how you would like for us to proceed. With eth proposed language up for consideration in March, we would like to meet with you to develop a course of action in the very near future. I look forward to hearing from you.

Matt

Matthew W. Rearden, Esq.
Managing Associate General Counsel
International Motorsports Center
One Daytona Boulevard | Daytona Beach, FL 32114
Ofc: 386.681.4076 | Fax 386.681.4976

ISC and Design color NEW.jpg

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Spraker, Steven

From: Chris Calabucci [chris@elitecme.com]
Sent: Friday, September 24, 2010 4:40 PM
To: Spraker, Steven
Subject: ECC Signage
Attachments: Sign Memorandum 9-24-2010.doc

Steven,

Thank you for the opportunity to offer comments for the upcoming Planning Board workshop on ECC Signage. Attached, please find our comments and a question.

Have a nice weekend.

Chris

Christopher M. Calabucci
CCTM Real Estate Holdings, LLC
1452 N. US HWY 1, Suite 100
Ormond Beach, Florida 32174
888-857-6920, ext 312 – Phone
386-673-3563 – FAX
386-235-5569 - Cell

Memorandum

9-24-2010

To: Steven Spraker, AICP, Senior Planner
City of Ormond Beach Planning Board

From: Chris Calabucci and Todd Mowl of CCTM Real Estate Holdings, LLC 1452 N US HWY 1, Ormond Beach

RE: Electronic Changeable Copy (ECC) Signage

We are sorry that we are unable to attend your workshop, but unfortunately, we must be out of town on other business. We cannot emphasize enough to the planning committee how important this issue is to us and many of our fellow businesses along the gateway corridors. We believe the ability for businesses like ours to use Electronic Changeable Copy (ECC) signage can help insure the long-term viability of our enterprises.

A little background about our particular business; we own the Elite Executive Center, a new office building which consists of 17 all inclusive office suites available for lease. We currently have a lighted monument sign on US 1 and would be interested in replacing the current sign with an ECC monument sign for many of the same reasons that have been presented to the planning board previously:

1) With our current monument sign we are be unable to offer signage to all our tenants. Additionally, due to the size limitations placed upon us individual sign panels are severely limited with regards to copy. In some instances, we have had to use abbreviated business names in order to ensure the panel was readable. An ECC would provide us the flexibility and visibility to offer signage to all current and future tenants.

2) Our visibility from US 1 is limited because our business sets some 100+ feet off of US 1 behind another building. An ECC monument sign would make it easier to identify our location.

3) If granted the ability to use an ECC sign, we could remove our current real estate sign advertising office availability, thereby cleaning up the look of our property and US 1.

We have recently reviewed the staff recommendations and those of the planning board's regarding the use of ECC signage on the US 1 corridor. Overall, we would agree that the recommendations for ECC usage are reasonable however we would like to submit some specific comments and questions regarding the proposed criteria which will determine if a business would qualify to use an ECC sign:

1) The proposed criteria from staff, suggests that the building requesting use of an ECC must be over 10,000 sq. ft. Our building is 10,000 sq. ft. so we would be unable to meet this proposed criterion. As previously mentioned we can lease space to 17 different businesses and certainly believe that this should qualify an enterprise like ours for ECC usage. We would respectfully request that the threshold begin with buildings that are at least 8,000 sq. ft. This would help smaller business plazas who are struggling in this difficult economy.
2) We do not believe the 200 feet of frontage requirement is excessive however we do find the 3 acre (130,680 sq. ft.) parcel size to be onerous. We would recommend reducing this size requirement as you can easily fit a qualifying use building on a site half the size of the 3 acre proposed requirement. One acre (43,560 sq. ft.) would be a fair starting point.
3) We believe that clarification needs to be made as to what qualifies as a "conforming residential use". For instance, the lawn equipment repair business located next to ours (within 300-500 feet), also has an occupied doublewide manufactured home sited on the property. Under the proposed criteria, would this preclude us from having an ECC even though the property in question is zoned or soon to be zoned B-7 (Highway Tourist Commercial)? Certainly from a valuation standpoint its highest and best use is commercial but can it also be deemed a "conforming residential use"? If so, we believe that this would be unfair.

We appreciate the work that the planning board and the city staff have completed on this issue and appreciate the opportunity to share our thoughts. We believe that allowing tasteful ECC signage on US 1 will provide much greater flexibility for qualifying businesses and enhance the appearance of this "gateway" to Ormond Beach.

Again, thank you for soliciting input from the business community on this issue and for your kind consideration of our issues addressed above.

October 14, 2010

Planning Board Meeting Minutes

M I N U T E S

ORMOND BEACH PLANNING BOARD

Regular Meeting

October 14, 2010 7:00 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

Patricia Behnke
Al Jorczak
Patrick Opalewski
Rita Press
Doug Thomas
Doug Wigley

Staff Present

Ann-Margret Emery, Deputy City Attorney
Ric Goss, AICP, Planning Director
Steven Spraker, AICP, Senior Planner
Chris Jarrell, Recording Technician

Members Excused

John Adams

II. INVOCATION

Mr. Wigley led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

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

V. APPROVAL OF THE MINUTES

The minutes of the September 9, 2010 Planning Board meeting were approved as presented.

VI. PLANNING DIRECTOR'S REPORT

Mr. Goss deferred any comments to the public hearing.

VII. PUBLIC HEARINGS

A. LDC 10-114: Electronic Changeable Copy (ECC) Signage Amendment

Mr. Spraker highlighted provisions in the draft ordinance that would allow a limited number of electronic changeable copy signs in the City of Ormond Beach. He reiterated that the purposes for potentially allowing ECC signs were to serve the tenants of multi-tenant or multi-use developments, who might not be able to have individual advertising panels on existing development signage, as well as to advance the aesthetics of the signage in the city. The provisions, previously agreed upon by consensus at the numerous meetings and workshops, would limit electronic signage:

- to the North US1 corridor, from Wilmette Avenue to the north city limits.
- to multi-tenant/multi-use developments that have a minimum parcel size of three (3) acres and minimum lot frontage of 200 feet.
- to one electronic changeable copy sign per parcel. Individual parcels that met the site criteria could have an electronic sign in lieu of their existing sign, or if otherwise allowed more than one sign (such as corner parcels), could utilize one electronic sign in lieu of one of the allowed signs.
- to monument signs only, with the display area limited to 50%. (Since the maximum signage area for a monument sign is 64 square feet, the maximum signage area for ECC signs would be a maximum of 32 square feet). Signs would always have a base and frame.
- to a minimum distance of 300 feet from residential uses.
- to text only; no scrolling, animation, flashing, fireworks, etc.
- pixel spacing for text to a minimum of 20mm, and would recommend pixel spacing of 16mm if graphics were to be allowed.
- to text changes of no more than once per hour.
- to a dark background with light-colored text.
- by requiring automatic dimmers to adjust the brightness of the sign. The Land Development Code (LDC) also regulates light emanation, with brightness based on 0.03 foot-candles.
- to proposed submittal/processing requirements: submittal to Building Division and review by Site Plan Review Committee within 45 days. Staff approval only, based on SPRC review. A manufacturer's sign manual would be required as part of submittal,

along with a certificate signed by the applicant stating that they will abide by Code regulations.

Mr. Spraker outlined the properties along the defined North US 1 corridor that met the proposed criteria for electronic changeable copy signs.

Wilmette Avenue to Nova Road

- No properties meet size criteria. Area comprised mostly of shallow lots and mosquito control ditches.
- Performing Arts Center (PAC) has an existing ECC sign, which would become nonconforming. By extending the southern boundary to Wilmette Avenue, it would be possible for the city to replace the sign if destroyed (contingent upon multi-use/multi-tenant).

Nova Road to Airport Road

- Action Golf and RV Storage
- Tomoka Business Center
- Bull Run Farm Supply

Airport Road to Hull Road

- One property in County met the criteria and would use the city's Gateway and corridor standards.

Hull Road to I-95 Interchange - 5 properties, including:

- Hull Pointe Business Park
- Ormond Commerce Park
- MBA Business Center
- Gardens Business Center

I-95 to North City Limits

- Hotel and restaurant at 1614 North US1
- Destination Daytona complex
- Large, vacant parcel could be developed to meet the criteria.

Recalling the discussion at the previous Planning Board meeting, Mr. Spraker reported that planning staff had analyzed the Hand Avenue corridor from Nova Road west and said that there were numerous properties that would meet the criteria, including 1400 Hand Avenue, Root Commerce Park, and two medical office buildings at the intersection with Clyde Morris Boulevard (Florida Urology and the offices of Drs. Cohen and Rubin).

Chair Thomas opened the meeting to public comment.

Ms. Kim Campbell, 1 Huntsman Look, a city resident since 1974, expressed concern that the signs had the potential to degrade the community aesthetic or the property values in the city. She

questioned whether they would benefit anyone other than the small group of people who were seeking exposure for their businesses.

Ms. Eunice Ennis, a business owner in Amaral Plaza and former marketing executive of a Fortune 500 company, stated that she had conducted some marketing research related to electronic changeable copy signage. She reported that a syndicated study by Harris Polls for the Silicon View company found that 94% of passersby remembered an electronic sign, whereas only 45% of people remembered monument signage. She added that a business owner could expect up to a 107% increase in sales, as opposed to only 57% for those with a monument sign. She said that denying the use of electronic signage would affect not only the business community, but the consumers as well, and said that the Planning Board had the power to create a look that would be acceptable in any community.

Ms. Constance Taylor, 18 Village Drive, felt that a sign was necessary in order for them to attract customers and stay in business. She likened the electronic changeable copy signs to cell phones and computers as simply another technological advancement and begged the Board members to approve the proposed ordinance.

Mr. John Bandorf, 18 Village Drive, said he was a fourth generation Floridian whose family had seen the changes made in the area over the years, from cars to flat screen televisions, computers and cell phones. He said the technological progression to electronic signs would happen whether the residents wanted them or not; he felt that they could not stop progress and agreed with the Board member who had pointed out that there were existing signs in the city that were much less attractive than the proposed signage. He opined that Ormond was no longer a bedroom community and that the Board decision should be based on job creation/retention and the economy. He said that it was time for Ormond to join the 21st century.

Mr. Greg Scull, 7 Watercliff Lane, asked if any consideration had been given to the added costs to the business community and whether or not the Board had considered regulation in different districts. He commended the Board for tackling the issue and hoped that they would be able to come to some resolution.

Mr. Wigley explained to Mr. Scull that incurring the additional cost for an electronic sign would be the choice of the individual property owner and assured him that both city staff and the Board had looked at the different areas of the city in their study and deliberations.

Board Member Comments

Mrs. Press stated that she was not opposed to electronic signs, but rather was opposed to their implementation at the present time. She also explained to the Amaral Plaza business owners that having been a small business owner herself, she was not anti-business. She said that she continued to remain active as a SCORE counselor, giving her time to mentor small business owners. She noted that the city had adopted Gateway standards that were not designed to deter retail from succeeding on that thoroughfare, but pointed out that the North US1 corridor was a median-divided high-speed highway along which the city required a minimum 36-foot landscape buffer. She said that Amaral Plaza had been designed for destination-oriented businesses, not

retailers, and that the limited visibility (because of the buffering and the site configuration), coupled with the speed of traffic, made for a difficult situation for retailers. She questioned whether, given the number of tenants at the plaza and the times per day that the text could change, an electronic sign would really help. She understood their dilemma, she said, but thought that there were other things the retailers could to increase their customer contact, such as seminars, etc.

Mrs. Press stated that employing a test area for the electronic signage was not fair; if the city was to allow them she said, they should be allowed for everyone. She added that once allowed, those signs would always be present in the city. She thought it ironic that the one of the early proponents of the ECC signs, Calvary Christian Church, was located in an area that would not be designated for the electronic signage (west of I-95 on Granada Boulevard). She pointed out that the land areas west of I-95 on SR40 were under three jurisdictions and hoped that the new City Commission would push for Gateway standards for that area in order to give the city more negotiating power and hopefully, better control of the development in that area.

Mrs. Press said the city should be finding ways to improve the sign standards, since the proliferation of signs was detrimental to the community. She said that she did not want to see the electronic changeable copy signs throughout the city and did not think that the time was right for them. She concluded by saying that the proposal was arbitrary and unfair and remarked that the city did not need any more lawsuits.

Mrs. Behnke agreed that technology would advance and that businesses needed signage, but stated that she would not live an area that allowed electronic signage. She pointed out that cell phones and computers were personal items and did not have the same potential to negatively affect others. She agreed with Mrs. Press that allowing the ECC signs in limited locations was unfair and that it was neither the right time nor the right place for electronic signage.

Mr. Jorczak commented that he had not changed his position and believed that the electronic signs were a problem for the city. He said that the city's legal and planning departments had spent considerable time in researching and establishing the parameters under which the signs could be developed and said that likewise, the Planning Board had invested considerable personal time and effort in developing acceptable standards. He said that while he preferred not to allow them, the net result of those efforts was an ordinance that could withstand legal challenges and signs that would, hopefully, provide for the most aesthetically pleasing electronic signage possible, should the City Commission desire to allow them. And, he added there was nothing in the proposed language that would prevent the Board from revisiting the issue to address other things, such as additional road segments or allowing logos and/or graphics. He hoped that the newly seated commission would provide their input regarding electronic changeable copy signs in the city of Ormond Beach.

Mr. Opalewski said he did not feel that there would be a proliferation of the electronic changeable copy signs and pointed out that there were already such signs in the city. He noted that they were not distracting and did not emanate any more light than the existing lighted monument signs. He said he supported the electronic signs and the proposed ordinance, given the stated parameters, and would support allowing the signs in other areas, as well.

In response to Mr. Wigley, Mr. Spraker explained said that the locational parameters included the Performing Arts Center because if it were not included they would not be able to replace their electronic sign if it were ever destroyed. He pointed out that just because they did not have more than one business tax receipt at present, did not mean that they would not have more than one business tax receipt at some future date.

Mr. Wigley felt that the legality of the ordinance would be challenged because of the city's attempt to limit the scope of the signs and to limit the corridors in which they would be allowed. He felt that the electronic signage issue would be fought in the courts for years to come and stated that the only way to eliminate such legal challenges was to prohibit electronic changeable copy signs in the city. He also stated that the city did not need to be enacting legislation for one small group of retailers who were experiencing severe economic problems in their current location. He agreed that change was inevitable, but felt that the quality of life experienced by those who live in Ormond Beach should be maintained; he said it was one of the things that brought people to the city.

Chair Thomas stated that whatever the Board decided to do, it needed to act on the ordinance. He pointed out that the meeting was the seventh time the Board had considered electronic changeable copy signage and that regardless of the outcome of the vote, it was time to move it forward. He said the Board owed that to the new members of the Board, to the city and to the residents, both for and against. He said that as a business person, he was embarrassed that they had spent so long on the issue. He also reminded the Board members that the city attorney had studied the issue and said that the proposed ordinance could withstand legal challenges as to time, place and manner, i.e., which included road segments. He advised Mrs. Press that she was free to make a motion to deny the electronic signs and stated that as Chair, he was charged with controlling the meeting. He said that he should be afforded the same opportunity as every other Board member to express his opinion.

Mrs. Press responded that she did not like the Chair's attitude and stated that she deserved the same respect as any other Board member.

Mr. Jorczak made a motion to adopt LDC 10-114, as presented. He added that it was his fervent hope (as a recommendation) that the new City Commission act on the amendment.

Mr. Opalewski seconded the motion.

Mr. Jorczak clarified for Mrs. Press that the motion included the area from Wilmette Avenue to the Flagler County line, as drafted, and that it did not include a time limit. If enacted, he explained, the electronic changeable copy signs approved under that ordinance would be there in perpetuity.

Chair Thomas noted that the ordinance would not be heard by the City Commission until after the November elections.

Ms. Jarrell called the vote.

Mr. Wigley	No
Mrs. Behnke	No
Mr. Jorczak	Yes
Mr. Opalewksi	Yes
Mrs. Press	No
Chair Thomas	Yes

Chair Thomas stated that a recommendation of denial would be forwarded to the City Commission.

Deputy City Attorney Emery advised the Board that they could also send forward a recommendation of their feelings about the legislation if they so desired.

Mr. Wigley pointed out that the minutes included the comments and opinions of the members.

Deputy City Attorney Emery also remarked that other communities were struggling with the issue and said that the amount of time it had taken to produce a draft ordinance was not unusual.

Mrs. Press agreed that it was a complicated issue and that there were ramifications to the Board's actions, as shown by the split vote.

Chair Thomas concurred and pointed out that no one on the Board had changed their opinion in over a year, which was why he felt it was time to move it forward.

Mr. Jorczak said that although he had no desire to sit on the Commission, he would vote against the legislation if he had that decision to make.

VIII. OTHER BUSINESS

There was no other business to be discussed.

IX. MEMBER COMMENTS

There were no member comments offered.

X. ADJOURNMENT

The meeting was adjourned 8:52 p.m.

Respectfully submitted,

Ric Goss, AICP, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Betty Ruger

September 28, 2010

ECC Signage Planning Board Workshop Minutes

M I N U T E S
ORMOND BEACH PLANNING BOARD
WORKSHOP

September 28, 2010 7:00 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.

Members Present	Staff Present
John Adams	Randal Hayes, City Attorney
Patricia Behnke	Ric Goss, AICP, Planning Director
Al Jorczak	Steven S. Spraker, AICP, Senior Planner
Patrick Opalewski	Chris Jarrell, Recording Technician
Rita Press	
Doug Thomas	
Doug Wigley	

Workshop Item - Electronic Changeable Copy Signage

Mr. Steven Spraker said that the continuation of the August workshop was to allow for further analysis of some of the locational criteria as requested by the Planning Board: 1) potential roadways, 2) the number of properties with a minimum of 200 feet of lot frontage, 3) the number of properties that are 300-500 feet from residential uses, and 4) parcel acreage size. He said that staff had also added potential criteria to their research, e.g., buildings of more than 10,000 square feet or multi-use developments.

Mr. Spraker stated that the process was three-fold:

1) to provide roadway signage for all **multi-tenant users.**

   He said that the Land Development Code (LDC) limited pole and monument signs for multi-tenant properties to six (6) tenant panels; properties with more than six tenants therefore had insufficient signage. Additionally, he said, the visibility of some properties was restricted by

having buildings that are removed from the road frontage. He said that based on staff analysis, the electronic copy signs provided a better aesthetic for multi-tenant panels that could be difficult to read and allowed for a cycle by which all tenants could advertise.

2) To identify the **roadway(s)** on which to allow electronic signage.

Mr. Spraker said staff recommended the follow locations:

- **Granada Boulevard, from Clyde Morris Boulevard to Breakaway Trails**
  - Total 76 properties; 42 with 300' of lot frontage and 300' from residential
  - Total 16 properties of 3 acres or more
  - 11 multi-tenant properties larger than 3 acres, with 10,000 SF or more of building size, at least 200' in width and more than 300' from residential.
  - Greenbelt Preservation District - allows only monument signs
  - Mixture of both office and commercial uses; some complexes allow other uses
  - Generally larger parcels west of Williamson Boulevard and Tymber Creek Road
  - Residential uses between Clyde Morris and Williamson would limit the impacts
  - Sites appearing to meet all criteria between Clyde Morris Boulevard and Seminole Drive were Tomoka Christian Church and Tuscany Shoppes.
  - Approximately 10 sites between Seminole Drive and I-95 had multiple uses per the business tax receipts and appeared to meet all criteria, including Wal-Mart, Block-buster Plaza and Ormond Towne Square. Blockbuster Plaza appeared to meet the 300-foot separation requirement.
  - Sites appearing to meet all criteria between I-95 and Tymber Creek Road included Calvary Christian Church, Halifax Hospital and Tymber Creek Shoppes.
  - Sites appearing to meet all criteria between Tymber Creek Road and Breakaway Trails included Faith Lutheran Church and Riverbend Church.

- **US1 from Nova Road to the Flagler County line**
  - Total 88 eligible properties: 33 in the city, 55 in the county; 50 meet size criterion, but only 9 are multi-tenant, such as Bull Run, Ormond Beach Commercial Center, Ormond Commerce Park, Amaral Plaza, MBA Business Center, Gardens Business Center
  - Greenbelt corridor - currently requires maximum 7-foot monument signs.
  - Most properties are large and not within 300 feet for residential uses.

- **Nova Rd. from US1 to the south City limits**
  - Primarily a commercial corridor with several multi-tenant shopping centers
  - Six (6) eligible properties: The Trails, Capital Plaza, Nova Ace Plaza, Rivergate Shopping Center, Renaissance Center, and Ormond Marketplace

- Currently allows monument, ground monument and pole signage. Pole signage allows a 120 square feet; monument sign copy area limited to 64 square feet.

3) To provide the **minimum dimensional criteria**.

- **Minimum lot frontage of 200 feet.**
- **Minimum distance from residential of 300 feet.**
- **Minimum parcel size (to be determined).**

  Mr. Spraker reported that the research indicated several properties over three acres in size with generally larger buildings, multi-tenants and that fit the purpose criteria.

Mr. Spraker said that the term "multi-use" needed to be better defined, noting that it could be multiple use per business tax receipts or perhaps a church with a pre-school. Distance separation, he explained, would be measured from the sign to the adjacent residential property line.

Mr. Spraker confirmed for Mr. Adams that churches, such as Faith Lutheran, would be considered multi-tenant because they have a pre-school daycare (two tenants). He commented that the Church of the Holy Child had only one business tax receipt, so it would not be considered multi-tenant. He agreed with Chair Thomas that they would be forced to start a daycare if they wanted an electronic changeable copy sign and surmised that there were 4-5 churches along the Granada corridor that would be eligible for the electronic signs [under the stated criteria].

Saying that the electronic signage would change once an hour, Mr. Spraker stated that the signs would give all tenants some exposure, thereby precluding the need for the occupants of the multi-tenant buildings to ask for sign waivers. He added that developments with two principal buildings would be allowed a second traditional sign, but not a second electronic sign. He said that there were instances in which two signs would be allowed, such as those having multiple principal buildings or those on corner lots.

Mrs. Press questioned the allowable height of a monument sign; she thought it was 20 feet.

Mr. Spraker explained that a *monument sign* within the Greenbelt Preservation corridor could be a maximum height of five feet (5') to the top of the copy, with an additional two feet (2') for the site address, a maximum of seven feet (7'). He said that in areas for which monument signs were not required (such as along Nova Road and Atlantic Avenue) *ground signs* could be utilized, which had a maximum height of 20 feet.

Mrs. Behnke asked if the bank and fast-food out-parcels at the Ormond Towne Square shopping center could each have their own sign.

Mr. Spraker responded that each of those outparcels was a separate lot of record; therefore, the shopping center had only two buildings and that signs for a principal building were based on the lot frontage. He said that the actual Granada Boulevard frontage was limited and that although they could have two signs, the signs would be quite small. He said that the outparcel businesses would be able to a standard sign, but would not qualify for electronic changeable copy signs, because they did not have 200 feet of lot frontage and were not three acres in size. He reminded the board that that the purpose of the criteria was to allow the electronic signs for larger, multi-tenant properties and

that simply being a multi-tenant property did not mean a property would be allowed an electronic sign.

Mrs. Press acknowledged the amount of work and research that staff had conducted in trying to establish acceptable criteria. She questioned, however, how they arrived at some of the numbers, such as the 200-foot frontage requirement, since they seemed to be arbitrary. She also thought that allowing the signs west from Clyde Morris Boulevard was also arbitrary and unfair.

Mr. Spraker explained that the locations had been chosen because they had commercial land uses and zonings, whereas the area from Orchard Street to Clyde Morris Boulevard consisted primarily of office uses, which are destination-oriented and have different characteristics than do commercial uses. He pointed out that those were the areas of the corridors that the Board had previously directed staff to study and noted that they made sense when viewed in the context of the stated purposes.

Mrs. Press disagreed, saying that the Office Depot located east of Clyde Morris, was commercial, as was the nearby strip center. She reiterated her concerns that the criteria were not fair.

Mr. Spraker said that although not requested by the Board, staff also studied the SRA1A corridor. He said that thoroughfare did not fit well with the criteria because of the close proximity to residential uses. He said that there were also not many parcels over three acres in size, and none that were also multi-tenant, with frontage of 200 feet and 300 feet away from residential.

Public Comments

Ms. Louise Taylor, 18 Village Drive in the Village of Pine Run, reported that it had taken EVAC 20 minutes to arrive at an incident call in Amaral Plaza on Saturday morning because they had been unable to find the plaza; she thought that the lack of signage had caused an unacceptable delay. She also stated that she had erected a legally permitted temporary sign and that during the time it was up, her business had increased significantly. She asked the Board if there was any way to extend the 14-day period for temporary signs in the interim, noting that the lack of signage was also hurting her business.

Mr. John Bandorf, 18 Village Drive, asked if staff had honored his previous request to see if the appeal process for electronic changeable copy signage was the same as it was for all other signs allowed by Code as he thought it should. He stated found it interesting that the city had been dealing with the issue of electronic changeable copy signs for two years, yet were able to become involved with the bikini bar [opening on North US1], shut off their water and attempt to force them into the city within a month. He asked what they needed to do in order to get that kind of attention for their signage request.

Planning Board Member Comments

Mr. Wigley confirmed with Mr. Spraker that the Tomoka Christian Church would meet the stated criteria for electronic changeable copy signs. He noted that their property was currently for sale and asked if a new owner would be allowed to maintain an electronic sign if it was for a different use or whether they would have to re-apply.

Mr. Spraker thought that if the new business did not meet the criteria, the sign would then be nonconforming. He said that the ordinance could include a provision stating that a different use would have to meet the criteria.

Mr. Wigley stated that as a resident of Breakaway Trails, he was not in favor of electronic signs on SR40. He thought the city had created a wonderful boulevard effect along Granada Boulevard from Clyde Morris Boulevard to I-95 and felt that there was nothing to be gained visually from allowing them. He said the signs might be appropriate on US1 or Nova Road, but thought they would be of limited use to passersby traveling at 45 mph or more. He felt that the issue was being driven by people who had located their retail businesses in a location originally planned as warehouse space and who thought that without the electronic signage, their businesses would fail. He did not believe that issue should dictate the need for electronic signs in the city of Ormond Beach, which he felt could affect the quality of life of the residents or the look of the city to visitors.

Mr. Jorczak asked the city attorney what the process would be if the Board were to adopt standards that were so stringent that they resulted in only a few electronic signs, and then later wanted to broaden those standards because they found that the public accepted them.

City Attorney Hayes responded that it would be the same as for the other matters the Board considered; i.e., it would require an LDC amendment, first heard by the Planning Board and then acted upon following the two public hearings before the City Commission. He agreed that a second effort might take less time because the basic structure had already been established, but pointed out that the time frame would depend on how controversial the change might be.

Mrs. Press questioned the effect of the city's Gateway standards on the issue of electronic changeable copy signage.

Mr. Spraker said that an existing provision in the Volusia County Code of Ordinances required businesses within the city's Greenbelt and Gateway areas to comply with the city's Land Development Code requirements for signage and was the reason why county properties had been included in the staff analysis. He said that vacant site located in the County's jurisdiction would have to comply with the city's landscaping, signage, building architecture and utilities. What was in debate, he said, was whether those standards applied to an existing site that was changing use.

City Attorney Hayes explained that his understanding of the County's position was that adherence to the City's Greenbelt standards depended on whether or not it was internal renovation of an existing structure or whether it involved a renovation of more than 25% of the existing footprint.

Mrs. Press said she had mentioned the gateway standards not only because of the situation on North US1, but also because of the Ormond Beach/Daytona Beach mix of properties on State Road 40 in the area across from Breakaway Trails, among others. She referenced the memorandum from the Elite Business Park, which had 17 all-inclusive office suites and now wanted commercial uses, and asked if office uses would also be allowed to have electronic signage.

Mr. Spraker said that the property was less than three acres in size and would not meet the drafted criteria. He noted, however, that the Board could change the criteria or could limit the roadways. He

explained to Mrs. Press and Mrs. Behnke that a percentage of commercial uses was allowed within the office zoned districts, as was personal services.

Mrs. Behnke felt that the infrequent sign changes would limit the effectiveness of advertising 17 businesses, even with multiple names on each iteration. She said that an owner could also use the sign to advertise the lease space for rent, thereby further limiting the tenant exposure. She felt that the current economic situation should not be used as an excuse to include in the LDC things that would not otherwise be permitted.

Mr. Spraker responded to Mrs. Behnke's inquiry that a double-wide mobile home on a site that was commercially land used and zoned would be considered nonconforming and would therefore have no effect on the distance requirements for electronic changeable copy signage.

Mrs. Behnke stated that the more standards in the code, the more need for code enforcement, and said that if staff could not handle the enforcement issues created by a particular standard, it did not need to be put into the Code. She commented that the city already had more sign problems than code enforcement staff could handle. She felt that allowing the signs for the multi-use businesses would open a can of worms; though limited at first, the business community would want more and more concessions from the city to allow additional locations and capabilities. She viewed everything that came before the Board as whether or not it would be good for the city, she said, and that in this instance there was too much potential for abuse.

Mr. Adams recalled his initial concern at the idea of the electronic signs along SR A1A and other major thoroughfares in the city, but had changed his mind once the Board had developed the criteria that would severely restrict their use. He thought that the criteria were a good solution in getting things started and complimented Mr. Spraker on his research in developing the guidelines. He thought the work was solid and lent credence to the numbers and saw no reason why the Board could not use that information to move the item forward.

Mr. Opalewski echoed Mr. Adams comments and said that the Board was under a directive from the City Commission to provide them with language for electronic changeable copy sign regulations so that they could decide whether or not the signs were appropriate for the city. He said he was encouraged that the last meeting had been so productive; he thought there was a place in the city for electronic signage and hoped the Board could find a compromise that was acceptable to everyone.

Chair Thomas remarked that the time and location of the workshop had been a feature on the front page of the Neighbors section of the newspaper and expressed disappointment that the meeting was not well-attended. He questioned the opposition to the electronic signage and stated that those with whom he had spoken wanted the signs. He agreed with Mr. Adams and Mr. Opalewski that he was not concerned about allowing the signs on A1A, given the results of the research that showed so few eligible locations along that tourist corridor south of Granada Boulevard.

Chair Thomas also stated that:

- Hand Avenue would become a commercial corridor, with traffic diverted from SR40 once the overpass over I-95 was constructed and the road connection made with LPGA Boulevard and should be considered as an eligible corridor for electronic signage.

- Electronic changeable copy signs belonged on SR40 between Tymber Creek Road and Breakaway Trails, noting that there were businesses there that required them.
- Although he thought Wilmette Avenue would be a good southern boundary for the electronic signage along US1, he had no problem with designating Nova Road.
- The criteria provided by staff would severely limit the number of properties that would be eligible for the electronic signage.
- Because he was a businessman, he would probably be more lenient than other Board members.

Mrs. Press remarked that the diversity of opinions of the Board members was a good thing and pointed out that although the City Commission did ask for the Board's recommendation, they should not function as a rubber stamp. She also stated that as Board members, they were charged with the responsibility of representing the residents and doing what they thought best for the city, regardless of whether or not people attended the meeting.

Mr. Jorczak asked whether it was legally acceptable to designate only a segment of a roadway.

City Attorney Hayes responded that it was alright, since it was a reasonable regulation that dealt with location and because it was an additional form of signage that did not take away another means of signage communication. He thought that by designating only a segment, the Board could evaluate the result over time, or that alternatively, they could accept the criteria and designate all the roadways.

Mr. Jorczak thought that electronic changeable copy signage was a huge issue for the city and that although he was not opposed to electronic signs *per se*, he was very cautious about how to employ the technology in Ormond Beach. He agreed with Mr. Wigley and stated he did not want them along SR40; he did not believe it was the appropriate look for that main entrance to the city. He said that US1 north of Nova Road was more of a general commercial corridor, with a mixture of uses including industrial and some retail, and would better serve as a test case to give some businesses the benefit of the signs, while gauging the reaction of the public. He said that allowing the signs on a limited basis would also help the Board to determine whether or not the established parameters were appropriate, while limiting the impacts to the city.

Mr. Spraker responded to Chair Thomas that the existing electronic sign at the Performing Arts Center (PAC) was currently nonconforming and could remain unless damaged more than 50% or completely destroyed.

Chair Thomas doubted that the city would allow it to be removed because of the cost of the sign and asked if it was possible to include a statement in the ordinance that would allow the existing signs to be grandfathered.

Mr. Spraker said that the corridor would have to be extended to Wilmette Avenue and that the property would have to meet the criteria; he did not believe the property was a multi-tenant use.

Chair Thomas pointed out that the sign benefitted a large percentage of the citizens of Ormond Beach and had been the reason he wanted Wilmette as the southern boundary of the designated

roadway segment. He said that the criteria and the presence of wetlands would preclude most other properties from Wilmette to Nova Road from having the signs.

City Attorney Hayes asked that the Board determine whether or not there was a consensus for the criteria not addressed at the last workshop, so that his staff could finalize the draft ordinance.

Mr. Spraker stated that the Board had reached consensus on all the criteria except for Items 1, 2 and 5, as shown in the Board minutes from that workshop.

Item 1 – Roadway Designation

- Staff wanted Board direction regarding US1, Granada Boulevard and/or Nova Road and offered to study the Hand Avenue corridor if the Board so requested.
- Three (3) board members were adamantly opposed to the concept of electronic signs; four (4) board members were not opposed, but would allow only with conditions.
- Mr. Adams and Mr. Jorczak liked the criteria provided, but wanted to allow electronic signage on a limited basis, only on North US1.
- City Attorney Hayes said that once electronic signage was allowed along a designated roadway segment, it would be permitted until the ordinance was amended or another ordinance was adopted to prohibit the signs (at which time any existing signs would become legally nonconforming). Not the same as sunsetting.
- Chair Thomas wanted to include in the ordinance a time certain (two years) at which time staff would re-analyze the electronic signage issue. He thought that not allowing electronic signage continued to give license to the unattractive signage that already existed in the city. He did not think it should take so long for the city to decide whether or not to allow electronic changeable copy signage.
- Mr. Jorczak was not in favor of the signs and thought it would be a long-term nightmare, but felt the Board recommendation should provide the commissioners with the criteria developed should the City Commission want to permit them.
- Mrs. Press thought it ironic that those who wanted the signs were not located in the proposed corridor. She pointed out that the Commission directive had not been unanimous and said that it was not the right time to move the issue forward.
- Mr. Wigley questioned establishing Wilmette as the southern boundary on US1, since the PAC was not multi-tenant and would not meet the criteria if the existing electronic sign was destroyed. The city attorney pointed out that only if included could the city possibly re-establish another sign that did conform to regulations in the ordinance. Mr. Spraker said that the PAC did not currently have more than one business tax receipt (used to identify it as a multi-use property), but offered to look into it before the next meeting.
- Mr. Spraker also agreed to take a look at those businesses that had hung interior electronic signage in their windows, as noted by Mr. Jorczak. Both he and the city attorney were unsure whether or not those signs were legal.
- **The Board agreed to include the multi-tenant criteria.**

- **The Board agreed, for the purpose of drafting the ordinance, to identify the designated roadway segment in the draft ordinance as US1 between Wilmette Avenue and the northernmost city limits.**

Item #2 – Locational Criteria

- The draft would include 200 feet minimum lot frontage and three (3) contiguous acres.

Item #3 – Number of Signs

- Mr. Adams said that there did not appear to be any corner lots within the designated roadway segment, but felt that they should be allowed a second sign if they had 200 feet of frontage on both streets.
- A property with two two principal buildings and allowed two signs by right, could have one electronic sign and one regular sign, but would not be allowed to have a third sign. The electronic sign would be in lieu of one of the standard signs.
- City Attorney Hayes said that language needed to be included in the ordinance for electronic changeable copy signs, regardless of whether or not it was located elsewhere in the code.
- City Attorney Hayes agreed to include language to address the sign regulations for a multi-building, multi-tenant property.

Item #4 – Setback Criteria

- Mr. Spraker suggested a sign setback of five feet (5') rather than the ten feet (10') as specified in the draft ordinance, to be consistent per other regulations in the Land Development Code and prevent the unnecessary destruction of some landscaping in the buffer area to allow for site/sign visibility.
- In response to Mr. Jorczak, Mr. Spraker said that a sign to be constructed in a utility easement would require a release from the appropriate utility.
- **Consensus: 5-foot sign setback, as with other sign setbacks in the LDC.**

Item #5 – Distance Criteria

- The draft would include a 300-foot separation between electronic signage and residential uses.

Item #5 – Sign Type

- **Consensus was for a *monument sign*, rather than a ground monument sign.**
- Staff suggested setting a square footage standard within the ordinance, noting that the maximum for a monument sign was 64 square feet (100%).
- Chair Thomas thought that 100% text area would be easier for passersby to read.
- Mr. Adams thought that the signs should include the business location and address as well.
- Consensus was to leave sign area at 50%, with the option to amend it at the next meeting.

Item #11 – Brightness

- The Performing Arts Center signage is 25mm pixel spacing; staff recommended 20mm pixel spacing for static text and 16mm pixel spacing for changeable copy to ensure the sharpness.
- Chair Thomas asked that staff provide visual aids at the next meeting for purposes of illustration.
- Staff confirmed that light would be measured by foot-candle.

Appeal Process

- Current signage appeals are from the Chief Building Office or Site Plan Review Committee to the City Commission; further appeal is by writ of certiorari to the circuit court.
- **Consensus was the keep the appeals process the same for all signage.**

City Attorney Hayes advised the Board members that Legal would work with planning staff to revise the ordinance and present it to them at the next regular Planning Board meeting on October14th.

Chair Thomas asked the city manager if they could call attention to the Planning Board's hearing regarding electronic changeable copy signage by using the Friday newsletter. He thought that a prominent notice would help in encouraging the public to attend.

Mrs. Behnke opined that residents, both for and against the signage, would be more inclined to attend the City Commission meeting. She asked if there was any way to provide relief to the tenants at Amaral Plaza.

Mr. Goss explained that staff had to adhere to the regulations in the Code and could not simply waive those requirements. Mr. Spraker added that a Code amendment would be required, but pointed out that they could have a banner four times a year for 14 days each time. He cautioned that any amendment to the LDC would apply not only to one property, but would apply citywide. He responded to Mr. Jorczak that he could provide aerials of the locations along the US1 corridor that met the draft criteria and would include approved PRDs (planned residential developments) or those in the process of approval, even if they had not yet been constructed. He said that they could also identify larger vacant tracts with the potential for electronic signage.

I. ADJOURNMENT

The meeting was adjourned 9:05 p.m.

Respectfully submitted,

Ric Goss, AICP, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Betty Ruger

ATTACHMENT 2

Other Volusia County jurisdictions regulations for electronic changeable copy signage

Daytona Beach

a. An easel sign is a one-sided sign displayed outside a business by placement on a three- or four-legged easel-type supporting structure.

b. Where permitted, easel signs shall meet the following standards:

i. The sign area shall not exceed eight square feet.

ii. The sign shall be placed on private property, such as within a recessed building entrance or foyer.

iii. The sign shall have a professional, finished appearance; and shall be maintained in good condition. The sign may contain a chalk or white board area for daily changeable copy.

c. Denial of a Sign Permit for an easel sign in a Redevelopment Area may be appealed to the applicable Redevelopment Board.

6. *Electronic Message Center Signs.*

a. An electronic message center sign is a sign that is capable of displaying electronic images, including text, where the rate of change is electronically programmed and can be modified by electronic processes.

b. A permitted ground or wall sign may be an electronic message center sign provided the following criteria are met:

i. Landscaping shall be provided in accordance with requirements in Section 6.10.J.7, Ground Signs.

ii. A ground sign with sign face on two sides and no more than 4.5 feet of separation between faces shall be considered a single sign, and the total sign area shall be the area on a single face.

iii. Sign copy may change only at intervals of not less than 60 seconds. Continuous scrolling, animation, or flashing of lights is prohibited.

iv. Graphics shall not be displayed at any time on the display screen area.

v. The display screen area shall provide a high-resolution picture quality with pixel spacing of 16 millimeters or less.

vi. Maximum brightness is 5,000 nits during the day and 500 nits from dusk to dawn.

vii. A malfunctioning sign must be turned off or display a blank screen.

viii. Electronic message center signs shall not be used to change or expand any nonconforming sign.

ix. No off-site advertising is permitted.

xx. These criteria may be waived or altered by the City Commission in a Comprehensive Sign Plan, Planned Development Agreement, or Public or Semi-Public Use Permit.

c. In addition to the enforcement and penalties provided in Article 10: Enforcement, failure to adhere to the operating standards in Sections 6.10.J.6.b.iii through 6.10.J.6.b.ix above shall result in suspension or revocation of the sign permit, as follows:

i. For a first violation within any continuous 12-month period, the sign permit shall be suspended for a period of 24 continuous hours.

ii. For a second violation within any continuous 12-month period, the sign permit shall be suspended for a one-week period.

iii. For a third violation within any continuous 12-month period, the sign permit shall be revoked, the sign must be removed from the property, and no permit for an electronic message center at the site shall be issued for a period of one year.

iv. Finding of violation:

(a) City staff shall personally deliver written notice of the violation, including a hearing date and time, to the permit holder or responsible person at the premises where the sign is located. If the recipient at the premises is not the permit holder, a copy shall also be sent to the permit holder by certified mail.

(b) The hearing shall be held before a Special Magistrate appointed by the City Commission. The Special Magistrate shall consider all relevant evidence presented by the parties. All parties shall have an opportunity to respond, to present evidence and argument, to conduct cross-examination and submit rebuttal evidence, and to be represented by counsel or other qualified representative. The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a violation on the part of the permit holder shall not be a defense.

(c) If the Special Magistrate finds that a violation has occurred, the special magistrate shall suspend or revoke the sign permit and provide written notice of the decision and suspension period or revocation date within ten days of the date of the hearing. The Special Magistrate's final order is subject to review in a court of competent jurisdiction in Volusia County, Florida, as provided by State law.

7. *Ground Signs.*

a. Ground signs shall be either monument signs or pole signs as follows:

i. A monument sign is a sign that is erected directly upon the existing or artificially created grade and supported by a constructed finished base or two or more posts, with a maximum height of eight feet, as measured from the natural grade, and has a maximum open area below the base of the sign of two feet.

ii. A pole sign is a detached freestanding sign that is supported by one or more poles, and is over eight feet high.

b.

DeLand

All signs shall comply with the regulations of the applicable Gateway District. If the site is outside the Gateway District, then the following standards shall apply.

b. The maximum area of the sign shall be 48 square feet per side. The maximum height of a ground sign shall not exceed eight feet.

c. The maximum area for a building sign shall be 32 square feet. The building sign may be in the form of a marquee type sign.

2. *Day care, nursery school, associated with houses of worship.* The maximum area of a ground sign shall be 16 square feet per side. The maximum height of a ground sign shall be eight feet. Ground signs shall comply with the provisions of section 33.90.03(o) or be set back a minimum of five feet from the right-of-way, whichever is greater.

3. *Home occupation.* The maximum area of a sign shall be one square foot, affixed on the wall adjacent to the front entrance of the building.

(g) *Public uses and buildings.* Public buildings, parks, community centers, and other public uses are exempt from the sign regulations. Design of signs shall be compatible with the building design.

(h) *Bed and breakfast signs.*

1. *Generally.* A permanent accessory sign may be displayed by any permitted bed and breakfast facility regardless of the zoning district in which they are located provided that the following standards are met.

2. *Restrictions.*

a. One cantilevered pole sign or ground sign shall be permitted in the front yard setback area provided the front lot line abuts a public right-of-way. The sign may be a single sign structure with two faces of equal size.

b. Each bed and breakfast may also display one nonilluminated wall mounted sign with a maximum area of three square feet.

c. Bed and breakfast advertising signs shall comply with the following standards:

(1) In any residential zoning district and in the P-1 and E-1 district, the maximum pole or ground sign area shall not exceed ten square feet per side.

(2) In residential zoning districts and in the P-1 and E-1 district, the overall height of the pole or ground sign/structure may not exceed eight feet.

(3) Bed and breakfast advertising signs may be lit by incandescent or fluorescent shielded lights or landscape lighting, provided the bulb wattage does not exceed 100 watts and the illuminated area is limited to the subject property.

(4) In no instance shall neon, metal halide, quartz, low- or high-pressure sodium lighting be permitted to be incorporated into the sign or to illuminate the sign.

(5) In commercial zoning districts, the signs must comply with the applicable zoning district or Gateway District.

d. Under no circumstances shall an off-premises sign be permitted to advertise a bed and breakfast located in a residential zoning district.

(i) *Utility signs.* Public utility signs that identify the location of underground utility lines and facilities, high voltage lines and facilities, and other utility facilities and appurtenances are permitted so long as they do not exceed three feet in height, and so long as the sign face does not exceed one square foot.

33-75.05. *Electronic or LED signs.*

(a) *Time-temperature-date signs.* Time-temperature-date signs are permitted as a permanent accessory sign on commercially developed parcels notwithstanding the general prohibition on changing signs. These signs may only display numerical information in an easily comprehensible way and shall be kept accurate. They may be ground or building signs, and are subject to the regulations applicable to such signs. They shall be counted as part of an occupancy's allowable sign area.

(b) *[Electronic message center signs.]* Electronic message center signs are permitted in place of a manual changeable copy board sign, provided that the following conditions are met:

1. A notarized affidavit is provided with the sign permit application stating the sign will be constructed and operated in compliance with city code, and that it will not flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color in accordance with section 33-73(y); and

2. The freestanding sign that contains a display screen shall meet the requirements of this chapter; and

3. The display screen shall not be oriented toward or face a residential zoning district; and

4. A photometric plan outlining the proposed illumination levels in foot-candles shall be provided with the sign permit, which plan shall demonstrate that illumination levels shall not exceed 0.3 foot-candles, measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the electronic message center off, and again with the electronic message displaying a white image for full color-capable signs, or a solid message for single color signs. All measurements shall be taken perpendicular to the face of the electronic message center at a distance determined by the total square footage of the sign as set forth in the accompanying "Electronic Message Center Sign Area Versus Measurement Distance Table" below:

Electronic Message Center Sign Area
Versus Measurement Distance

AREA OF SIGN SQUARE FEET	MEASUREMENT (DISTANCE IN FEET)
10	32
15	39
20	45
25	50
30	55
35	59

; and

5. The display screen must be integral to the design of the sign structure and shall not be the dominant element; and
6. Only the identification of the tenants within the center shall be permitted, as off-site advertisement is prohibited; and
7. The display area shall apply towards the maximum amount of signage permitted per each site regardless of whether it is illuminated or utilized; and
8. Copy change of display screen shall not be more frequent than once per day; and
9. The display screen is restricted to a single permanent background color, per copy change. A malfunctioning electronic message center shall be programmed to turn off or otherwise display a blank screen. Electronic message centers must be equipped with software programming controls that automatically turn the sign off if the display is malfunctioning in any way; and
10. Any message or picture displayed shall be static in nature and shall not scroll, blink, flicker, flash, scintillate or be otherwise animated; and
11. The display screen area shall provide a high resolution picture quality. Exposed neon or fiber-optic tubing on electronic message centers is prohibited; and
12. Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and can be programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurements; and
13. An information sheet shall be submitted as part of the sign permit application which includes the manufacturing specifications of the display screen being installed, along with contact information of the property owner, sign contractor and the display screen maintenance provider; and
14. The conversion of any existing permitted sign to an electronic message center or the installation of an electronic message center on or within an existing permitted sign shall require the approval of a new sign permit.

33-75.06. *Directional signs.* Directional signs limited in area to three square feet, giving directions to motorists regarding the location of parking areas and access drives, shall be permitted as permanent accessory signs on all parcels and shall not be counted as part of an occupancy's allowable sign area.

(Ord. No. 2013-11, § 1, 8-5-13)

Deltona

Sec. 102-4. - Permanent sign time, place, and manner regulations.

Signage regulations for permanent signs are as follows:

Table 102-1: Permanent Sign Height and Sign Area as Measured by the City

Sign Type	Max. Sign Height	Max. Sign Area
Monument (multi-tenant or single tenant)	10-ft. from street grade or curb	80-SF sign
Pole/pylon (multi-tenant or single tenant)	20-ft. from street grade or curb	64-SF sign
Wall/fascia/fascia return	Per wall copy area	35% of copy area
Awning/canopy	Per awning/canopy copy area	35% of copy area
Under-canopy/hanging	2-ft. over an 8-ft. clear zone	8-SF
Window/etching	Per window copy area	50% of window copy area
Menu-boards/Drive-through	8-ft.	48-SF
Home Occupation	1-ft.	2-SF

(1) Permanent signs have no time limit on their use.

(2) Sighting and location of signs shall be based on a sign plan per site and shall not violate any other provisions in the city's Code of Ordinances.

(3) Signs shall place the public health, safety, and welfare as paramount, be located in a safe manner that maintains clear site lines/visibility triangles, and does not obstruct public safety personnel.

(4) Signs shall not impede pedestrian or motorist safety, as determined by the city.

(5) Sign information shall be clearly legible to pedestrians and motorists.

(6) Sign construction and installation shall be in compliance with the Florida Building Code and Florida Fire Prevention Code standards, as amended.

(7) Maintenance of any sign is the sole responsibility and expense of the sign owner or user/tenant.

(8) Signs shall not create public or private nuisances or interfere with other electronic devises.

(9) All free-standing signs shall be placed along a property frontage with the adjacent roadway.

(10) All free-standing signs per lot shall be a minimum of one sign per 100-LF measured from the bottom of the sign for a minimum separation distance. The minimum separation distance shall not include measurement from signs on adjoining/adjacent lots.

(11) Signs shall not be located closer than ten feet from any applicable property line.

(12) Signs shall use decorative architectural features, where possible.

(13) Signs are for on premises use only, unless defined through a remote signage agreement/use permit that has been approved by the city upon a showing of necessity.

(14) Changeable/electronic changeable copy signs are permitted for a permanent sign or copy area and shall be equipped with automatic dimming technology that automatically adjusts for a sign's brightness in direct correlation with ambient light conditions, as applicable.

(15) Billboards shall only be permissible using federal highway sighting standards, directly adjacent to/oriented towards the interstate roadway travel-lane frontage, and shall be approved through section 102-11 of this sign code for their dimensions, placement, and lighting standards.

(16) Signs may be placed on property only with the written permission of the property owner.

(17) Signs shall comport to convenience business security standards in F.S. ch. 812.

(Ord. No. 29-2016, § 1, 4-17-2017)

New Smyrna Beach

Temporary wall banners may be displayed on the premises for a maximum of 60 days during any 12-month period. A permit is required for these temporary wall banners and only one permit will be allowed in any 12-month period. The temporary wall banners provided for in this section 604.12G(6)d. are expressly prohibited for single or multi-family residential dwellings, hotels, motels, assisted living facilities, and condos.

(7) Signs located at bed and breakfast homes, adult living facilities, nursing homes, public and private schools, and private and semi-public clubs located within residentially-zoned areas and non-residential uses within the RA zoning district shall conform to the following:

a. Ground signs.

1. Maximum copy area: 32 square feet.

2. Maximum height: 8 feet.

3. Materials and illumination. Must utilize indirect lighting to illuminate only the sign face.

(8) Electronic message centers. Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. 1, except for properties with direct frontage on the east side of U.S. 1, regardless of zoning. Additionally, electronic message centers shall conform to the following requirements:

a. Minimum separation between electronic message center signs is 600 feet unless approved by the planning manager based on visibility needs.

b. Electronic message center signs must not face property zoned for single-family residential uses.

c. Electronic message center signs shall be prohibited within historic districts or facing a historic district if the electronic message center sign will be within 200 feet of the historic district.

d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.

e. Every electronic message center shall be equipped with an automatic dimmer device.

f. All electronic message centers shall comply with the appropriate city sign and other regulations.

g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.

h. All electrical equipment shall be UL listed.

i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the city electrical requirements.

j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance.

k. Copy cannot change more than once every eight seconds.

(9) Additional signage on properties subject to active listing for sale or lease. Additional signs may be erected on properties subject to active listing for sale or lease in accordance with the following criteria:

a. Exempt signs: The following additional signs may be erected without a permit:

1. One sign not exceeding six square feet in area may be erected for each street or water frontage adjoining the parcel of property offered for sale, lease, or rent.

2. A maximum of three "add-on" or "rider" signs may be attached to each exempt additional sign, provided the total area of all "add-on" or "rider" signs does not exceed five square feet and provided that no "add-on" or "rider" sign exceeds the width of the exempt additional sign.

3. Minimum setbacks: Ten feet from side property lines and two feet from public right-of-way lines.

b. Non-exempt additional signs may be erected on property zoned C, RC, FR, R, A-1, A-2, MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, I-4, PUD, and COZ provided a permit is obtained and the additional signs conform to the following:

1. Maximum size: 32 square feet.

2. Maximum number of signs: One per each street or water frontage for each premises.

3. Minimum setbacks: five feet from any adjacent right-of-way, except where the applicant demonstrates that existing vegetation or other obstructions would preclude compliance with the five-foot setback.

c. Non-exempt additional signs may be erected on property zoned RA, RE, R-1, R-2, R2-A, R-3, R3-A, R3-B, R-4, R-5, R-6, MH-1, and MH-2, provided a permit is obtained and the additional signs conform to the following:

1. Maximum size: 16 square feet.

2. Maximum number of signs: one per each street and/or water frontage for each premises.

3. Minimum setbacks: Five feet from all property lines.

d. Visibility requirements: All additional signs allowed pursuant to this paragraph (9) shall be located outside the required visibility areas at the intersections of rights-of-way and outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt sign or one non-exempt sign may be placed at the approximate mid-point of the water frontage.

(10) Flags in addition to exempt flags shall conform to the following:

a. Maximum number: Two flags per premises.

b. Flags shall be mounted on a single flag pole or separate flag poles installed either on the building or adjacent to (within 15 feet) the building.

c. No single flag shall exceed 40 square feet in area, and the aggregate size of all flags shall not exceed 72 square feet.

d. For the purpose of determining the size of a flag, only one side of the flag shall be counted as display surface.

e. Flags do not count in determining the maximum number of signs permitted.

(11) Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District. Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District that meet all other signage regulations may additionally be of the following types:

a. Dual Pole Sign consisting of two structural poles supporting the copy area between the poles. (Figure 604.12.G.(12)a.)

Port Orange

Section 9: - Digital signs and string lighting.

(a) *Digital signs.* Digital signs are subject to the following standards:

Figure 15:13 Examples of digital signs



(1) The digital sign area of a monument sign shall be integrated into the design of the sign. The digital sign area shall not be an add-on feature onto the monument sign, but rather must be fully integrated into the sign design.

Figure 15:14 Examples of electronic message area integrated into a monument sign



Figure 15:15 Example of the digital sign area not being integrated into a monument sign



(2) Each message on the digital sign shall be displayed for at least 60 seconds in duration. Message changes shall be completed instantaneously and shall be unnoticeable.

(3) Digital signs shall contain static messages changed only through dissolve or fade transitions and shall not have movement or the appearance or optical illusion of movement during the static display period of any part of the sign. A static message shall not include any flashing or the varying of light intensity, and the message shall not scroll. The change of message using dissolve or fade transition shall not exceed one second of time between each message displayed on the sign.

(4) The intensity of the light source for a digital sign shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety, or welfare.

(5) Digital signs shall not operate at brightness levels of more than 0.3 foot-candles above ambient light as measured using a foot candle (Lux) meter at a preset distance depending on sign area. Illuminance measurement requires two steps: First—ambient light shall be measured with the sign turned off. Second—sign light output shall be measured with the sign turned on as a solid white display. The difference between the two measurements shall be 0.3 foot-candles or less. The distance at which to take measurements is calculated with the following formula and rounded to the next whole number: Measurement distance = √ (Area of sign square feet × 100)

(6) Prior to the issuance of a sign permit for a digital sign, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed 0.3 foot-candles above ambient light and that the intensity level is protected from end-user manipulation by password-protected software or other similar method as deemed appropriate by the administrative official. The electronic message center shall have automatic dimmer software or solar sensors to control brightness for nighttime viewing or as ambient light conditions change.

(7) The technology currently being deployed for digital signs is LED (light emitting diode), but there may be alternate, preferred and superior technology available in the future. Any other technology that complies with the performance standards for digital signs, including the maximum brightness levels as stated above, is permitted.

(8) A digital sign shall include systems and monitoring to either turn the display off, show "full black" on the display, or include a default mechanism that freezes the sign in one position if a malfunction occurs, and

(9) Be designed so that a catastrophic power surge will cause the sign to go dark or to deploy the maximum brightness limitations, and

(10) Digital sign faces shall have a pixel pitch of no more than eight millimeters.

(11)

Prior to the issuance of a sign permit, the applicant shall provide the phone number and email address of a person or company available to be contacted at any time and to turn off the digital sign promptly if a malfunction occurs.

(12) The light modules for a digital sign shall be repaired or replaced if they become broken, burned-out or substantially dimmed.

(b) *String lights.*

(1) String lights are allowed in all zoning districts as an accent element for outdoor dining area, porches, patios, event spaces, or similar structures or elements.

(2) String lights are not counted toward the maximum wall sign area allocation in this chapter.

(3) String lights on non-residential or multi-family zoned lots shall be shown and approved on a site plan, subdivision, building permit, or an approved application form provided by the city.

(4) The intensity of the light source for string lighting shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety, or welfare.

Figure 15:16 Examples of allowed string lighting



(Ord. No. 2021-13 , § 2, 10-19-21)

Volusia County

ii The copy area shall not exceed five square feet for each ten feet of street frontage, but in no event shall the maximum copy area exceed 125 square feet.

iii The height shall not exceed 30 feet measured from finished grade to the highest point on the sign, except that signs in the B-6 zoning classifications shall not exceed 50 feet in height.

iv A clearance of nine feet between the finished grade and the bottom of the sign shall be maintained for any portion of the sign which extends over any sidewalk.

v On any premises abutting the Atlantic Ocean, no ground signs shall be erected between a principal building and the ocean.

vi Signs within the thoroughfare overlay zone areas must comply with subsection 72-297(j).

vii Signs within a non-urban land use category must comply with subsection 72-297(j).

viii. Signs within the AP zoning classification must comply with the requirements under the AP classification, as described in chapter 72, division 7 of the Volusia County Code.

2. *Marquee signs:*

i Only one marquee sign shall be erected to or hung from a marquee, and such sign when hung from a marquee shall be at least nine feet at its lowest level above the sidewalk or ground level, and further, such sign shall not extend outside the line of such marquee.

ii Except as provided in subsection 2.i. above, a marquee sign may be erected to the sides and front of a marquee, and such sign may extend the entire length and width of said marquee, provided such sign does not extend more than six feet above, nor one foot below such marquee; but under no circumstances shall the sign have a vertical dimension greater than eight feet.

3. *Projecting signs:*

i Only one projecting sign not exceeding a maximum copy area of 32 square feet may be erected on any premises.

ii A projecting sign may extend more than 12 inches but less than four feet beyond the wall of the building to which it is attached.

iii A minimum clearance of nine feet above the finished grade of a sidewalk shall be maintained.

4. *Wall signs:* Only one wall sign shall be permitted for each organization or business establishment. The copy area shall not exceed two square feet for each linear foot of building frontage up to a maximum of 750 square feet. On corner or double frontage lots, a maximum of two wall signs are permitted provided that one of the sign's copy areas shall be figured on the basis of half of the percent allowable for lots that front along a single street. Wall signs may be erected on any wall.

5. *Canopy signs.* Signage shall meet the requirements of this section [72-298] of this article; provided, however, up to 16 square feet of copy area containing the name, logo, initials, or other identification symbol of the business may be displayed on attached or detached canopy structures. If the total copy area of signage located on the canopy structure exceeds 16 square feet, the canopy shall be considered a ground sign.

6. *Electronic message centers.*

i. An electronic message center shall only be located on parcels zoned P, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, I-1, I-2, I-3, I-4, OCV, OTC or the following subcategories of PUD, BPUD, IPUD, and MPUD, as described in chapter 72, division 7 of the Volusia County Code.

ii. The conversion of any existing permitted sign to an electronic message center or the installation of an electronic message center on or within an existing permitted sign shall require the approval of a new county sign permit pursuant to the procedures described in subsection 72-298(13), Volusia County Code.

iii. The maximum sign area of the electronic portion of an electronic message center shall not exceed 40 percent of the total sign area allowed for ground signs, or 34 square feet, whichever is less.

iv. An electronic message center may only be constructed on a parcel of land having a minimum of 100 feet of roadway footage. Recognized existing nonconforming parcels may seek a variance from this restriction, provided they meet the variance criteria and requirements of subsection 72-379(1)a.4. of this Code.

v. An electronic message center must be set back at least five feet from the right-of-way, and shall be part of a ground-mounted monument style sign no greater than eight feet above grade. An electronic message center may not be installed on an existing permitted sign which is taller than eight feet above grade.

vi. An electronic message center shall not be installed within 1,000 linear feet of a conforming single-family residence as measured along each side of the right-of-way.

vii. An electronic message center with a sign face on two sides and no more than 4.5 feet of separation between faces shall be considered a single sign, and the total sign area shall be the area on a single face.

viii. The copy content of an electronic message center may change at intervals of no less than eight seconds. The content image must remain stable; continuous scrolling or flashing of the image is prohibited.

ix. The copy content of any electronic message center shall not contain effects that are designed to resemble a traffic signal or emergency vehicle strobe lighting.

x. A malfunctioning electronic message center shall be programmed to turn off or otherwise display a blank screen. Electronic message centers must be equipped with software programming controls that automatically turn the sign off if the display is malfunctioning in any way.

xi. Exposed neon or fiber-optic tubing on electronic message centers is prohibited.

xii. If city gateway standards apply to any proposed electronic message center in accordance with the nonresidential design standards of section 72-303, Volusia County Code, and the standards found in the Code of the city at issue differ from those found in the Volusia County Code, then the most restrictive provision shall apply.

xiii. Electronic message centers are prohibited within the sea turtle lighting ordinance boundary area described in chapter 72, division 12 of the Volusia County Code.

xiv. Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and can be programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurements.

xv. For purposes of operating electronic message centers, the difference between the off and solid message measurements using the electronic measurement criteria described herein shall not exceed 0.3 foot-candles. The illuminance of an electronic message center shall be measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the electronic message center off, and again with the electronic message displaying a white image for full color-capable signs, or a solid message for single color signs. All measurements shall be taken perpendicular to the face of the electronic message center at a distance determined by the total square footage of the sign as set forth in the accompanying "Electronic Message Center Sign Area Versus Measurement Distance Table" below:

Electronic Message Center Sign Area
Versus Measurement Distance

AREA OF SIGN SQUARE FEET	MEASUREMENT (DISTANCE IN FEET)
10	32
15	39
20	45
25	50
30	55
35	59

xvi. Existing nonconforming electronic message centers must be brought into compliance with the dimming and illumination provisions of this subsection (8)b.6. through the adjustment of existing hardware and/or software by October 1, 2012. Violations related to an electronic message center operator's failure to abide by the dimming and illumination standards of this subsection (8)b.6. will result in the immediate initiation of code enforcement procedures by the county. The owner/operator of the electronic message center may offer reasonable evidence to the code enforcement board that the electronic message center in question cannot be dimmed or adjusted to the standards listed herein.

xvii. Nonconforming electronic message centers that do not comply with the location and size requirements of this subsection (8)b.6. shall be subject to the removal requirements of subsection (15) herein, titled "Nonconforming signs."

c. *Minimum distance from lot lines:* No signs shall be located closer than five feet from any lot line.

(9) *Off-premises signs:* Off-premises signs may only be erected in the B-6, I-1, or I-2 zoning classifications established in division 7, along federal-aid primary or interstate highways. Provided, however, such off-premises signs shall comply with the thoroughfare overlay zone regulations in section 72-297 and the nonresidential development design standards in section 72-303 if such sign is located in an area in which these regulations are applicable. Off-premises signs shall be included in the number of maximum signs and copy area allowed for the zoning classification in which it is to be placed. Said off-premises signs shall otherwise comply with the requirements of F.S. ch. 479 and chapter 14-10, Fl. Admin. Code.

(10)

Ms. Shull inquired about single-family homes operating Assisted Living Facilities (ALFS) in them and asked if there are any and if they are allowed in residential zoning. Ms. Eaton replied that they are defined as community residential homes, and are regulated by the state, depending on the occupancy of elderly people, requirement of six or less. Ms. Shull commented that the ALFs in Ormond Beach are overloaded with three to four people in a room meant for two people. Ms. Eaton stated that most residential zoning districts allow for the community residential home uses.

B. Discussion item, Electronic Changeable Copy Signage

Mr. Spraker delivered an overview of the topic of Electronic Changeable Copy Signage stemming from the City Commission as a request to bring to the Planning Board to get direction to provide back to them. The definition was explained as a sign that displays an electronic image where the rate of change is electronically programmed and can be modified by electronic processes.

Mr. Spraker explained three examples of Electronic Changeable Copy Signs within the city are the Performing Arts Center, Destination Daytona and the Trails Shopping Center.

Mr. Spraker stated that the current Land Development Code (LDC) allows Electronic Changeable Copy Signs under two conditions with the existing standards and two allowable places, **(1)** Destination Daytona, Phases 1 and 2, allowed through a Planned Development, therefore if they want a new sign, they are required to come back through as a Planned Development amendment and go through the Planning Board and City Commission for approval, if applicable; and **(2)** Gas stations through Special Exceptions, with LDC conditions based on size, pixel spacing, the length of time the message changes with text only, no graphics or flashing. The requirements for it are an operating manual and a Certificate of Conformance.

Mr. Spraker continued that previously in 2004 – 2010 there were different standards and they were allowed in the B-8 zoning district, as a Special Exception or Planned Development. The Trails Shopping Center went through at that time. Mr. Spraker added that it was specifically designed for shopping centers over 120,000 square feet, with similar conditions of how often the message could change with text only and color/brightness regulations. The second area it was allowed between 2004-2010 was governmental agencies, such as the performing arts center where the conditions allowed 100 percent of the sign area to be electronic changeable copy and community information, and text only. Mr. Spraker stated that in 2010 there was a major sign amendment, a rewrite of the sign section. There was discussion at that time and the sign section was deleted with a request by City Commission to bring something else back (Ordinance 2010-21).

Mr. Spraker explained that the discussion was included in the Planning Board meeting packet. The vote of the Planning Board was 3-3 and it did not receive a motion for action at City Commission, therefore was denied, leading to Destination Daytona and the gas stations amendments over the last 14 years that allowed it. Mr. Spraker stated that the other cities have a wide range of regulations. He explained that most cities have conditions on displays and are regulated in how much it change with text only on the display. Some jurisdictions allow it in specific zoning districts

and others allow it where monument and ground signs are allowed. It was emphasized that there is no rush for the Planning Boards direction on the matter.

Mr. Jorczak asked about the properties that were annexed into the city with nonconforming signs. He inquired if they get grandfathered in so that if they do not agree with the city standards, and have nonconforming signs, they can continue until it is destroyed. Mr. Spraker responded yes.

There was discussion regarding the length of time in between the changes of the text and it was determined that the current conditions allow a change once every minute in Destination Daytona and gas stations allow it once every six hours. This standard can be changed as some jurisdictions allow one every 30 seconds.

Chairman Thomas remarked that one advertisement every minute is fine, giving more time to read.

Mr. Galloway inquired why not following industrial standards for the decision instead of the Planning Board deciding on a call that should not be made. He added that he is not a pro to decide on the amount of time and would like it if the industry standards were brought to the Board. Chairman Thomas disagreed and suggested on deciding what is best for the City of Ormond Beach citizens.

Mr. Jorczak referenced gas stations being approved by the state and asked how many gas stations currently have Electronic Copy Changeable signs and how many are scheduled to use them. He continued that part of the problem is the density and asked how many are in the works due to the state mandate for specific local jurisdictions regarding what the sign can do and the length of time it is allowed. He expressed his concerns over the gradual proliferation for the technology and the interest in everyone putting electronic signs up and how all of a sudden the city has Time Square in the City of Ormond Beach. Mr. Spraker stated that his guess was that eight to ten gas stations have been approved for them with another 10-15 that do not have them.

Chairman Thomas asked if a requirement of the square footage of the Electronic Copy Changeable signs at strip malls could be regulated. Attorney Hayes responded that time, place and manor can be regulated which includes location, duration, size/dimensions (based on the building or property width) and how quickly or slowly the messaging can be changed. He continued that the message and the types of businesses cannot be regulated. Attorney Hayes explained that it cannot be so specific that the uses within zoning categories are being drilled down on.

Mr. Spraker stated that he has not noticed regulations on the distance in between signs in reviewing other jurisdictions standards. There was discussion at a past Planning Board meeting on the suggested distances but was not adopted.

It was discussed that multiple places, including churches, have expressed interest in the Electronic Copy Changeable signs and were told that the Land Development Code would require an amendment first and elected not to apply when given the 2010 history on it. Mr. Spraker suggested for the Board to find a zoning district that is appropriate in.

Chairman Thomas inquired if Electronic Copy Changeable signs could be applied for with Special Exceptions at any location. Attorney Hayes referenced the distancing, and stated that there are situations where there are two Electronic Copy Changeable signs at a gas station on a corner lot, or a commercial property, or a shopping center with multiple signs, and how that is where distance may want to be regulated. He continued that looking at location, the Board may want to look at the zoning districts. Attorney Hayes commented that technology is better today than 20 years ago when these issues first came before the Board and City Commission.

Mr. Railsback reviewed the task at hand and remarked that the City Commission is asking for the Planning Board to express if there is an appetite for Electronic Copy Changeable signs in the city and to look at what is in place today and look at the details of it, including the lumens, and decide if it is too restrictive, or not restrictive enough. He reiterated what was asked of the Board as to which zoning districts are okay for them to be in.

Mr. Spraker explained the tasks as the following:

1. Determining if electronic copy changeable signs are an appropriate type of signage;

2. If so, what areas would electronic copy changeable signs be appropriate;

3. What should be the conditions for electronic copy changeable signs; and

4. What would be the approval process (staff approval, Special Exception or Planned Development).

Mr. Spraker stated that there is no time schedule for it to get back to the Commission by.

Attorney Hayes reiterated Mr. Railsback and Mr. Spraker's comments and added that the Board should also consider if they want all of the Electronic Copy Changeable signs to come to the Planning Board and City Commission, or if for example, for a large shopping area where they want more than what they are allowed to have as part of a variance.

Ms. Shull suggested that the Board go by each zoning district map and decide that way. Mr. Spraker agreed and stated that staff will research and share where the current locations are of Ormond Beach businesses with Electronic Copy Changeable signs and identify change rates and possibly invite a sign company to attend a Planning Board meeting.

The two city billboards from the late 1980s were discussed in that they resulted from litigations and fell under a completely different set of statutes that dealt with how many billboards could be approved, the processes by the city and state, and where they could be located. Attorney Hayes stated that it does not apply to the topic at hand. The city sign at the Performing Art Center does not apply because the sign regulations apply for private and not government uses. He added that many of the local municipalities do not have prohibitions within certain locations or zones. If it

is limited too much to certain zoning categories, it could appear that the Board is favoring it too much in specific zoning districts and not others.

It was discussed that the process for the signage could be cost-prohibitive.

Attorney Hayes explained that gas stations fall under a different set of state regulations that are content-specific by the state. There are conditions within the statute that were included within the ordinance, by which the purpose is to improve the sightline for public safety.

Chairman Thomas suggested that Mr. Spraker and Attorney Hayes discuss and bring suggestions back to the Board.

Ms. Shull asked about safety with the size of the signage for traffics sake. She elaborated on the overkill of two signs at one corner, when it is on a residential street. Mr. Spraker responded that all of the signage is regulated based on the width of the parcel, in which none of the width requirements are changing. He stated that they have to fit within the parameters and advised the Board that conditions can be set for a certain percentage of the overall sign to be electronic, as well as the distance to residential.

Ms. Shull referenced monument signs blockage of view when too low.

Chairman Thomas concurred with Ms. Shull, referencing the 7-11 Convenience Store monument sign by the Trails.

Ms. Shull commented that she likes Electronic Copy Changeable signs for the gas stations but disagrees with too many on one parcel.

Mr. Galloway stated that AI is coming sooner than later, and added how there are screens in the cars where this will not be the issue that it is now, in the future.

Mr. Scudiero commented that he voted against the gas station applications for the Electronic Copy Changeable signage was to provoke this type of discussion because of the unfairness. He continued that serious thought needs to be given to what Mr. Spraker and Attorney Hayes explained and does not want to see it overly-restrictive and have to explain to one business on Granada Boulevard why they can have it and one 100 yards away cannot. All major roads should be captured, except for residential.

Chairman Thomas commented that it has been a subject for a long time but does not want to make a decision tonight.

Mr. Jorczak remarked that he prefers to adopt technology slowly.

X. MEMBER COMMENTS

Mr. Jorczak passed the Board information on the recent AOPA national publication and spoke on the city's airport activity and the referenced it as one of the city's tools for economic development. He commended Mr. Brian Rademacher, Economic Development Director, and Mr. Steven Lichliter, Airport Director, City of Ormond Beach, for their efforts. The publication highlighted the Ormond Beach Municipal

ATTACHMENT 3

July 11, 2024 Planning Board packet and minutes for ECC

CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

DEPARTMENT OF PLANNING MEMORANDUM

TO: Planning Board members

FROM: Steven Spraker, AICP, Planning Director

DATE: June 28, 2024

SUBJECT: Discussion Item: Electronic Changeable Copy Signage

The City Commission has been considering changes to the existing electronic changeable copy signage conditions within the Land Development Code. In January 2024, a summary was assembled by Planning staff (June 13, 2024 Planning Board packet) detailing the past actions of the city regarding electronic changeable copy signage, current regulations, and other jurisdiction's regulations for electronic changeable copy signage. At the May 7, 2024, City Commission meeting, direction was provided to have the Planning Board review the electronic changeable signage regulations and provide recommendations to the City Commission.

At the June 13, 2024, Planning Board meeting there was a discussion item designed to introduce the electronic changeable copy signage item, provide a summary memorandum, and gather input from the Planning Board members. The minutes of the June 13, 2024, Planning Board meeting are included in the agenda packet. The discussion focused on four primary areas below. Also attached is (1) guidance sheet for Planning Board members input, (2) zoning district areas, (3) Section 3-47 of the Land Development Code, and (4) list of existing gas stations and electronic changeable copy signage. The purposed of the July 11, 2024 Planning Board is to seek direction on the four (4) specific decision points summarized at the June Planning Board meeting. The decision points are discussed below:

1. **<u>Decision Point</u>: Are electronic changeable copy signs an appropriate type of signage?**

   This is a core policy issue on this topic. Past public meetings have provided input to allow electronic changeable copy signs and not to allow electronic copy changeable signs. In consideration of this item, it is important to note that other signage sections would apply in conjunction with electronic changeable copy signs:

   <u>Monument Signage</u>

   A. Monument signs are required within (1) Greenbelt & Gateway Preservation Districts, (2) Downtown area, (3) B-1, B-9 and B-10 zoning districts, and (4) all residential zoning districts.
   B. Maximum Height = 8 feet.
   C. Maximum number:
      1. Interior lot = 1

2. Corner lot = 2

3. Multiples principal buildings = 1 per building based on lot frontage.

4. Properties with building over 50,000 square feet = 1 sign for each entrance.

D. Maximum square footage: based on the lot frontage of the property (chart in Land Development Code).

E. No sign allowed to be within 100 feet of another on-site sign on the same property.

F. Master sign plan required if multiple signs exist/planned for one property.

Pole Signage

A. Allowed where not excluded under monument signage, such as South Atlantic Avenue and South Yonge Street.

B. Maximum Height = 20 feet.

C. Maximum number:

1. Interior lot = 1

2. Corner lot = 2

3. Multiples principal buildings = 1 per building based on lot frontage.

4. Properties with building over 20,000 square feet and 250 linear feet of let frontage = 2 signs based on lot frontage.

D. Maximum square footage: based on the lot frontage of the property (chart in Land Development Code).

E. No sign allowed to be within 100 feet of another on-site sign on the same property.

F. Master sign plan required if multiple signs exist/planned for one property.

Section 3-47 of the Land Development Code has been provided as an attachment.

2. Decision Point: If there is a determination that electronic copy changeable signs are appropriate, what areas of the city would electronic changeable copy signs be appropriate?

Based on the research of other jurisdictions, there are two approaches to allowing electronic copy changeable signs:

A. Allow electronic changeable copy signs wherever monument or pole signs are allowed.

B. Allow only within certain zoning districts. The potential zoning districts include:

Zoning Districts
B-1, Professional Office/Hospital
B-2, Neighborhood Commercial
B-3, Reserved

B-4, Central Business
B-5, Service Commercial
B-6, Oceanfront Tourist Commercial
B-7, Highway Tourist Commercial
B-8, Commercial
B-9, Boulevard
B-10, Suburban Boulevard
I-1, Industrial
PBD, Planned Business Development
PMUD, Planned Mixed Use Development
PID, Planned Industrial Development

Additional information would be provided on this decision point with the staff presentation at the Planning Board meeting.

3. <u>Decision Point</u>: What should be the conditions for electronic changeable copy signs?

The existing conditions for electronic changeable copy signs are as follows:

a. All electronic changeable copy signage shall operate under the following conditions:
   1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.
   2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;
   3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period.
   4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;
   5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;
   6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;

7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and
8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

The conditions can be summarized as:

#	Item	Condition/Regulation
1	Display Area	60% of allowed sign area
2	Pixel spacing (sharpness)	20 millimeters or less
3	Time of copy change	6 hours for gas stations and 1 minute for all others
4	Only text/static images	No animation allowed
5	Limited color	One color background
6.	Brightness allowed	Requires ambient light monitors
7.	Manufactured operating manual	
8.	Certificate from owner acknowledging standards	

Other jurisdictions:

Examples of key regulations from other jurisdictions:

Time (rate) of copy change:

Daytona Beach: not less than 60 seconds.

Deland: Once per day.

New Smyrna Beach: not more than once every eight seconds.

Port Orange: Each message shall be displayed for at least 60 seconds in duration.

Volusia County: not more than once every eight seconds.

Oviedo: each message shall be displayed for at least four seconds.

Palm Beach County: Roadways with speed limits less than 45 miles per hour – minimum 12 seconds. Roadways with speed limits greater than or equal to 45 miles per hour -minimum eight seconds.

Crystal River: sign display must remain static for a minimum of seven minutes.

Copy area:

Daytona Beach: No specific copy are area restriction (other than overall sign square footage).

Deland: Regulated via chart.

Oviedo: 20% of permitted sign area.

New Smyrna Beach: No specific copy are area restriction (other than overall sign square footage).

Port Orange: No specific copy are area restriction (other than overall sign square footage).

Volusia County: Shall not exceed 40 percent of the total sign area for ground signs or 34 square feet, whichever is less.

Palm Beach County: 50 percent of total sign area.

Other potential criteria:

1. Malfunctioning sign must be turned off or display a blank screen.
2. No off-site advertising is permitted.
3. Electronic changeable copy signage is not permitted to be incorporated into existing non-conforming signage.
4. No electronic changeable copy signs allowed within 300 feet of a conforming single-family house as measured in walking distance from a roadway from the property line from the property with the electronic changeable copy sign and the property line of the single-family house.
5. Consider the enforcement provisions within the Daytona Beach code section which is provided below:

   c. In addition to the enforcement and penalties provided in Article 10: Enforcement, failure to adhere to the operating standards in Sections 6.10.J.6.b.iii through 6.10.J.6.b.ix above shall result in suspension or revocation of the sign permit, as follows:

      i. For a first violation within any continuous 12-month period, the sign permit shall be suspended for a period of 24 continuous hours.

      ii. For a second violation within any continuous 12-month period, the sign permit shall be suspended for a one-week period.

      iii. For a third violation within any continuous 12-month period, the sign permit shall be revoked, the sign must be removed from the property, and no permit for an electronic message center at the site shall be issued for a period of one year.

      iv. Finding of violation:

         (a) City staff shall personally deliver written notice of the violation, including a hearing date and time, to the permit holder or responsible person at the premises where the sign is located. If the

recipient at the premises is not the permit holder, a copy shall also be sent to the permit holder by certified mail.

(b) The hearing shall be held before a Special Magistrate appointed by the City Commission. The Special Magistrate shall consider all relevant evidence presented by the parties. All parties shall have an opportunity to respond, to present evidence and argument, to conduct cross-examination and submit rebuttal evidence, and to be represented by counsel or other qualified representative. The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a violation on the part of the permit holder shall not be a defense.

(c) If the Special Magistrate finds that a violation has occurred, the special magistrate shall suspend or revoke the sign permit and provide written notice of the decision and suspension period or revocation date within ten days of the date of the hearing. The Special Magistrate's final order is subject to review in a court of competent jurisdiction in Volusia County, Florida, as provided by State law.

6. Digital sign area shall be integrated into the design of the sign.
7. The change of display of messages must be instantaneous with no fading or special effects.

4. <u>Decision Point</u>: What should be the approval process (staff approval, Special Exception or Planned Development)?

Below are three potential approval processes for consideration:

A. Allow electronic changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff?

B. Allow electronic changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff. For projects who desire to vary the established standards, they could seek alternative standards with a public hearing as a Special Exception or Planned Development.

C. Allow electronic changeable copy signage to be permitted through a public hearing process (Planning Board review/recommendation and City Commission action).

Attachments:

1. Guidance sheets for Planning Board members input
2. Zoning district areas
3. Section 3-47 of the Land Development Code
4. List of gas stations and electronic changeable copy signage within Ormond Beach

ATTACHMENT 1

Guidance sheets for Planning Board members input

Guidance Sheet for Electronic Changeable Copy Signage

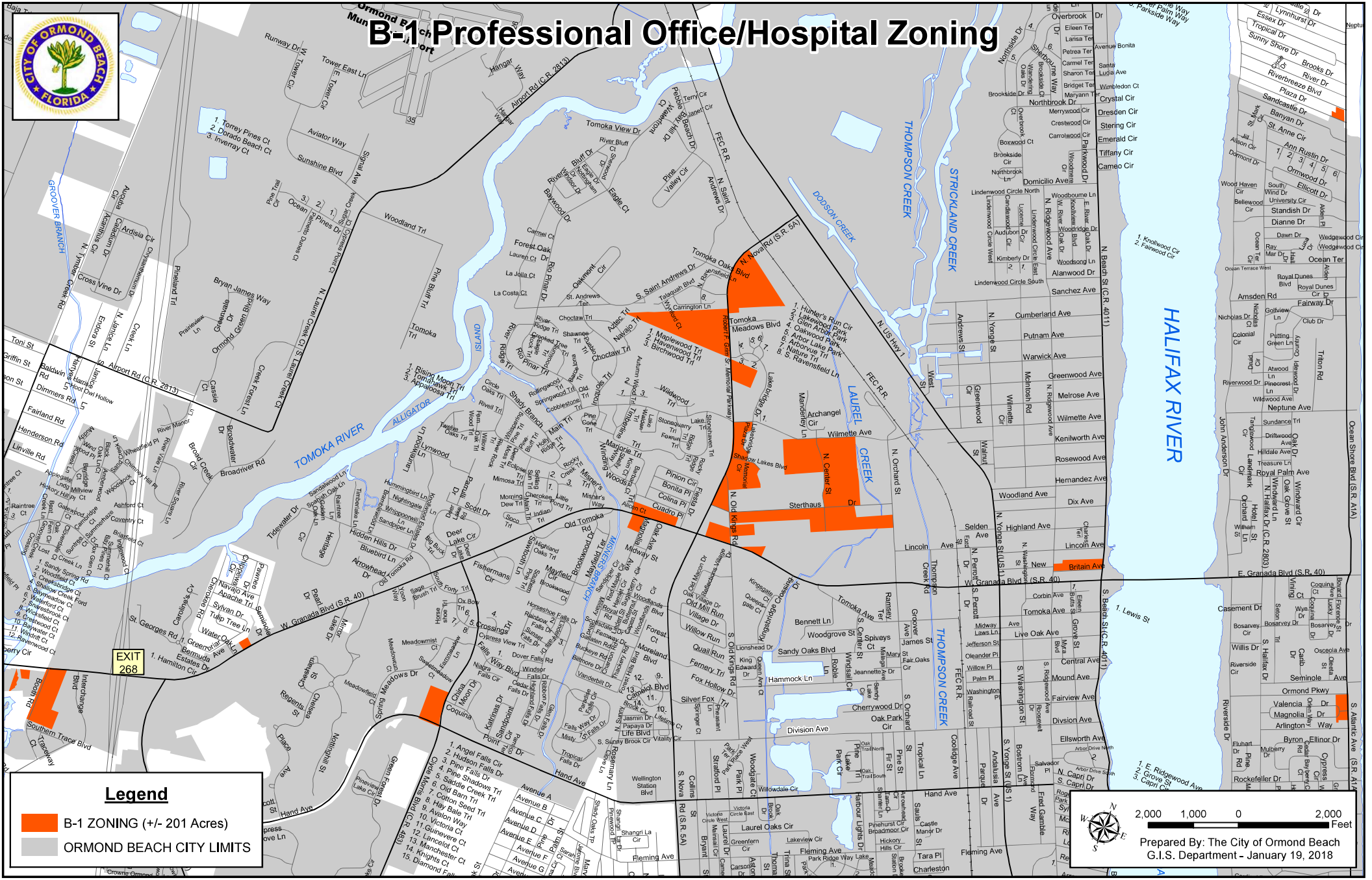
Decision Point: Are electronic changeable copy signs an appropriate type of signage?					
#	**Item**	**Yes**	**No**	**Additional information Needed**	**Other Recommendation or notes**
1.	*Are electronic changeable copy signs an appropriate type of signage*				
Note: If answer to #1 is no, please complete the remainder of the guidance sheet to obtain input if these signs were to be allowed					
Decision Point: What areas of the city would electronic copy changeable signs be appropriate/allowed?					
#	**Item**	**Yes**	**No**	**Additional information Needed**	**Other Recommendation or notes**
2.	*What areas would electronic changeable copy signs be appropriate – Option A: Allow electronic changeable copy signs wherever monument or pole signs are allowed*				
Note: If answer to #2 is yes, please skip to number 4					
3.	*What areas would electronic changeable copy signs be appropriate – Option B: Allow only within certain zoning districts? Please select which zoning districts with a yes.*				
	B-1, Professional Office/Hospital				
	B-2, Neighborhood Commercial				
	B-3, Reserved				
	B-4, Central Business				
	B-5, Service Commercial				
	B-6, Oceanfront Tourist Commercial				
	B-7, Highway Tourist Commercial				
	B-8, Commercial				
	B-9, Boulevard				
	B-10, Suburban Boulevard				
	I-1, Industrial				
	PBD, Planned Business Development				
	PMUD, Planned Mixed Use Development				
	PID, Planned Industrial Development				

Guidance Sheet for Electronic Changeable Copy Signage

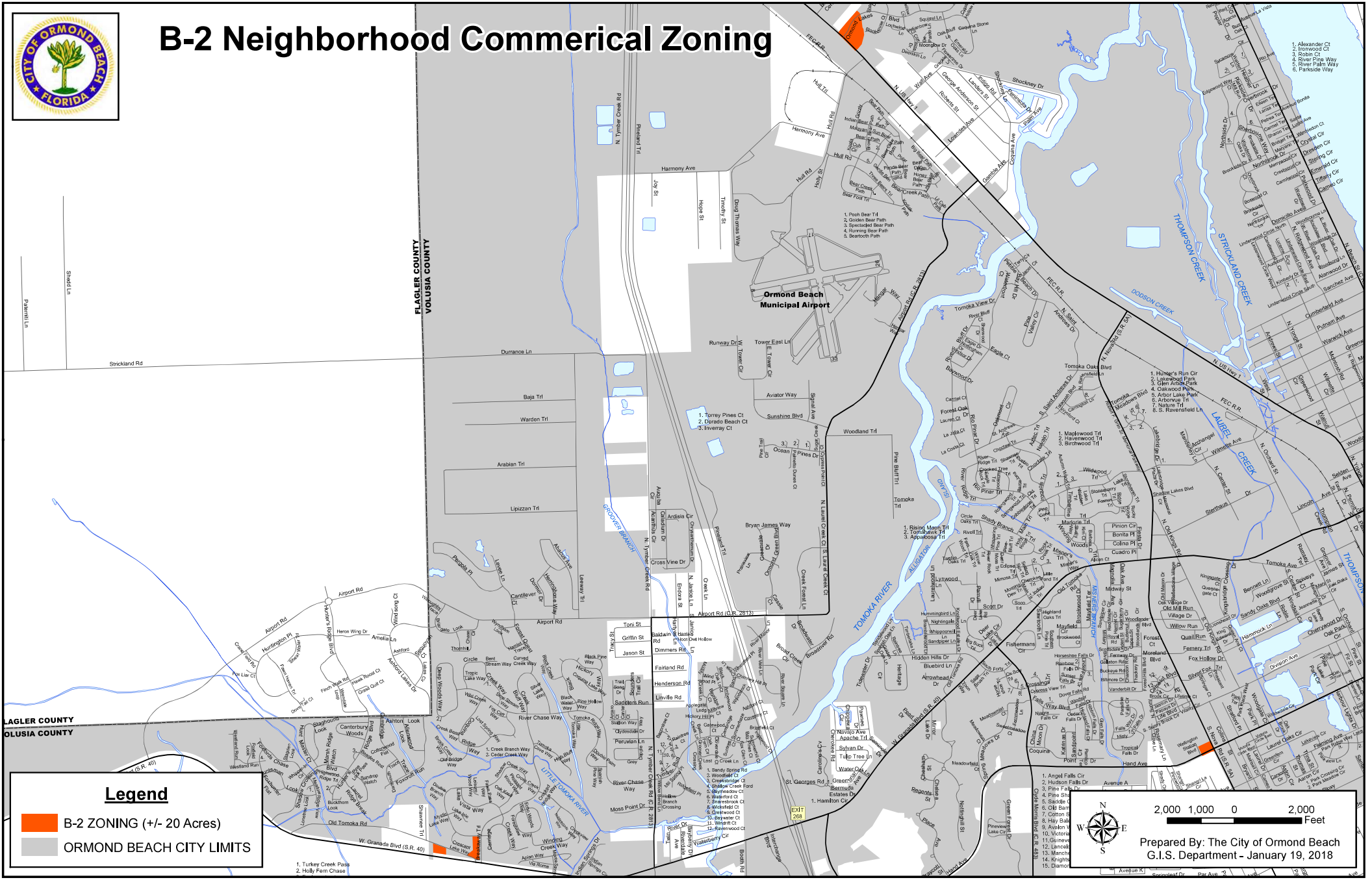
Decision Point: What conditions should be established for Electronic Changeable Copy Signage?					
#	Item	Yes	No	Additional information Needed	Other Recommendation or notes
4.	What is the allowed display area for electronic changeable copy signs?				
5.	Require pixel spacing?				
6.	What is the rate of change allowed for electronic changeable copy signs?				
7.	Only allow static text for electronic changeable copy signs?				
8.	Only allow limited colors for electronic changeable copy signs?				
9.	Require manufactured operating manual?				
10.	Require certificate from owner acknowledging standards?				
11.	Other potential criteria - Malfunctioning sign must be turned off or display a blank screen?				
12.	Other potential criteria - No off-site advertising is permitted?				
13.	Other potential criteria - No electronic changeable copy signs allowed within 300 feet of a conforming single-family house as measured in walking distance from a roadway from the property line from the property with the electronic changeable copy sign and the property line of the single-family house?				
14.	Other potential criteria – code enforcement provision?				
15.	Other potential criteria - Digital sign area shall be integrated in to the design of the sign?				
16.	Other potential criteria - The change of display of messages must be instantaneous with no fading or special effects?				
17.	Any other conditions for electronic changeable copy signs?				
Decision Point: What should be the approval process for electronic changeable copy signage?					
#	Item	Yes	No	Additional information Needed	Other Recommendation or notes
18.	*Allow electronic changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff?*				
19.	*Allow electronic changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff. For projects who desire to vary the established standards, they could seek alternative standards with a public hearing as a Special Exception or Planned Development.*				
20.	*Allow electronic changeable copy signage to be permitted through a public hearing process (Planning Board review/recommendation and City Commission action)?*				

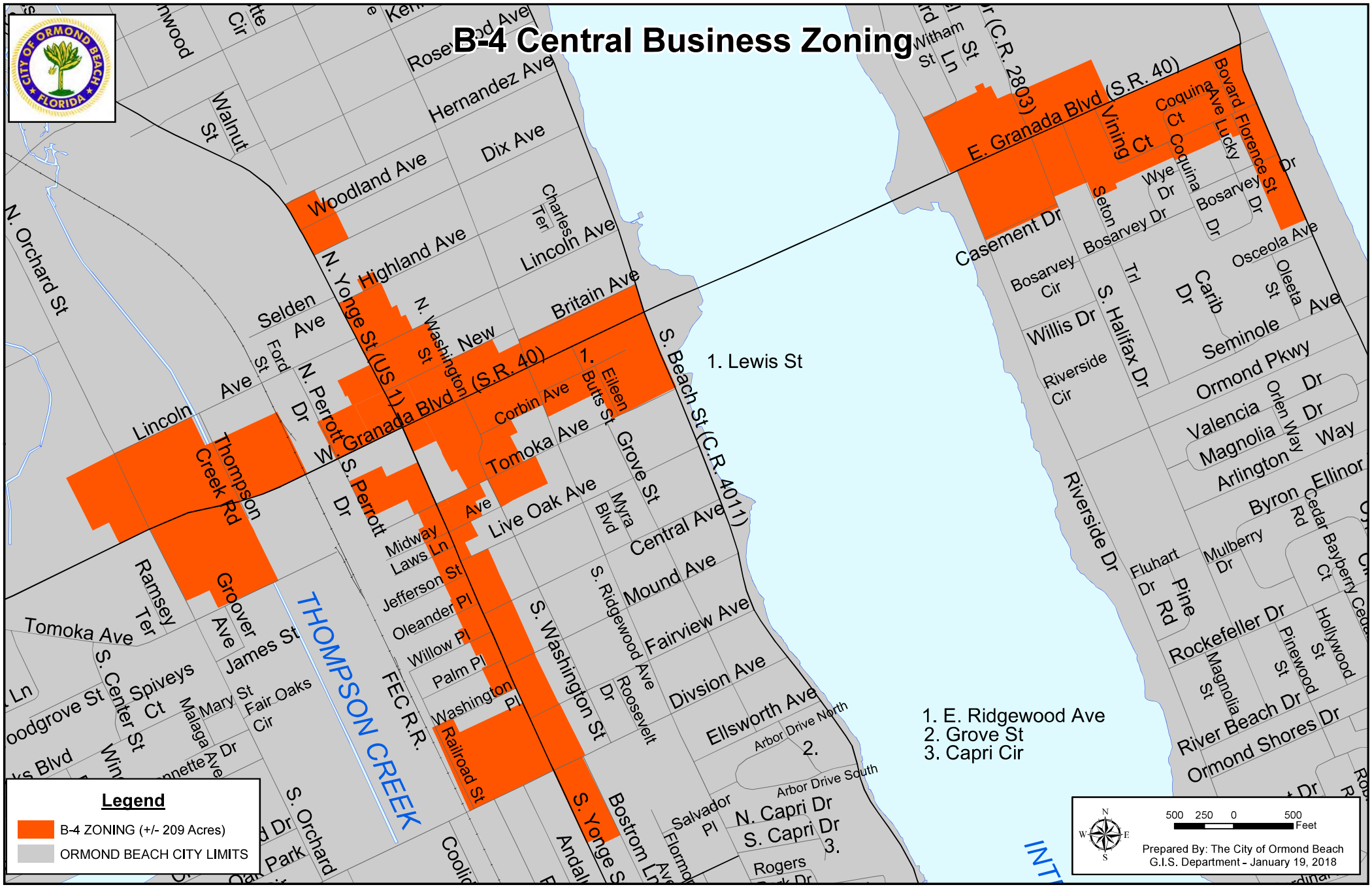
ATTACHMENT 2

Zoning district areas

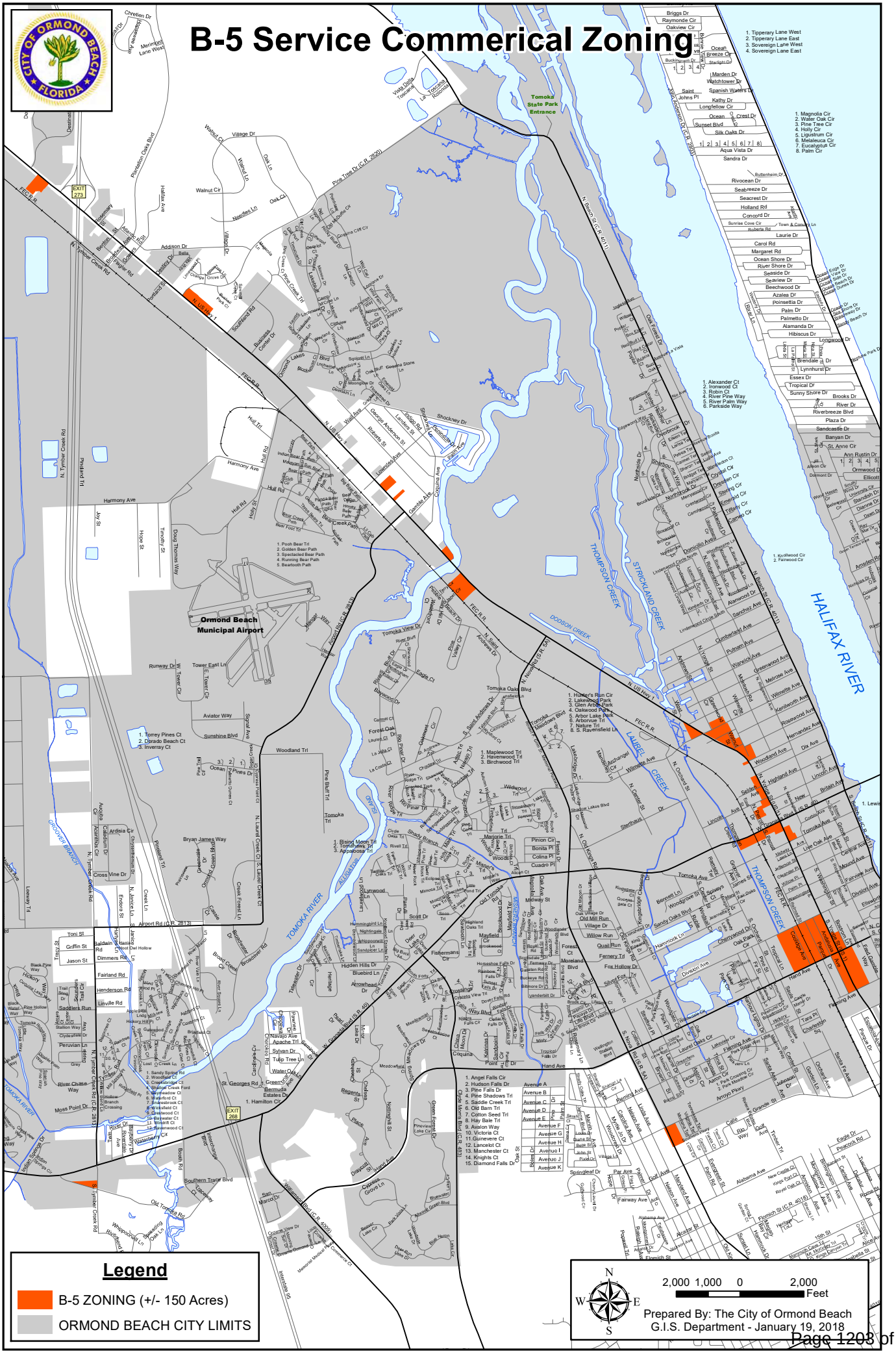

B-1 Professional Office/Hospital Zoning
Legend
B-1 ZONING (+/- 201 Acres)
ORMOND BEACH CITY LIMITS
2,000 1,000 0 2,000 Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018
TOMOKA RIVER
HALIFAX RIVER
THOMPSON CREEK
STRICKLAND CREEK
DODSON CREEK
LAUREL CREEK
ALLIGATOR ISLAND
GROOVER BRANCH
MISNERS BRANCH
EXIT 268

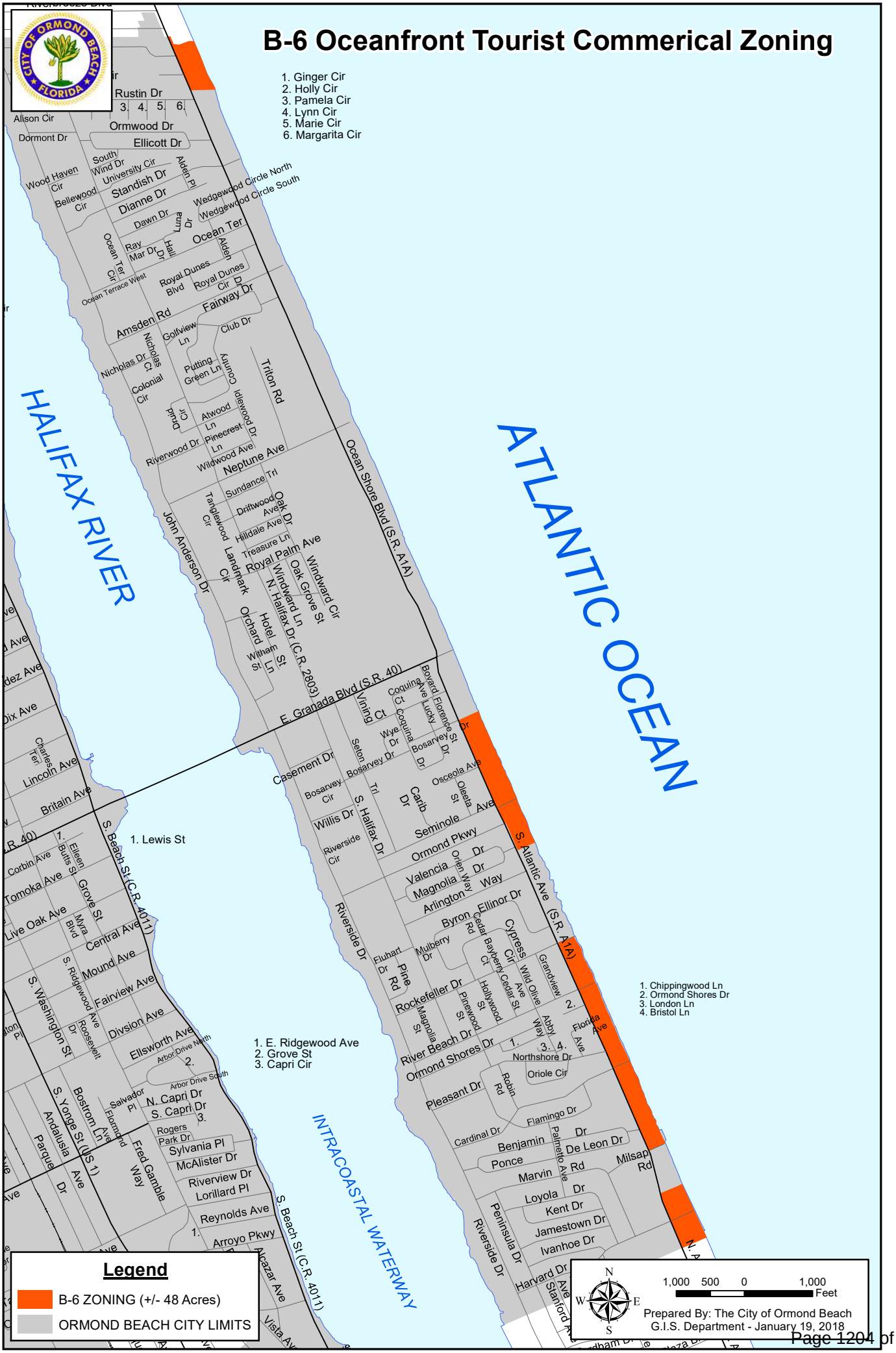
B-2 Neighborhood Commerical Zoning


Legend
B-2 ZONING (+/- 20 Acres)
ORMOND BEACH CITY LIMITS
2,000 1,000 0 2,000 Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018
Ormond Beach Municipal Airport
FLAGLER COUNTY
VOLUSIA COUNTY
TOMOKA RIVER
THOMPSON CREEK
STRICKLAND CREEK
LAUREL CREEK
DODSON CREEK
GROOVER BRANCH
ALLIGATOR ISLAND
LITTLE TOMOKA RIVER
Strickland Rd
Durrance Ln
Airport Rd
W. Granada Blvd (S.R. 40)
Harmony Ave
Hull Rd
Shockney Dr
Tomoka View Dr
Tomoka Oaks Blvd
Tomoka Meadows Blvd
Runway Dr
Tower East Ln
Aviator Way
Sunshine Blvd
Woodland Trl
Baja Trl
Warden Trl
Arabian Trl
Lipizzan Trl
Pine Bluff Trl
Tomoka Trl
Bryan James Way
Cross Vine Dr
Toni St
Griffin St
Jason St
Dimmers Rd
Fairland Rd
Henderson Rd
Linville Rd
Saddlers Run
Hidden Hills Dr
Bluebird Ln
Fox Hollow Dr
Old Mill Run
Willow Run
Quail Run
Femery Trl
Moreland Blvd
Sandy Oaks Blvd
Hammock Ln
Cherrywood Dr
Oak Park Dr
Tomoka Ave
Midway St
Old Tomoka Rd
Huntington Pl
Heron Wing Dr
Amelia Ln
Ashford
Hunter's Ridge Blvd
Deep Woods Way
Circle
Tropic Lake Way
Creek Bend Way
Curved Creek Way
Black Creek
Black Pine Way
Hickory
Coquina Lake Way
Wild Creek Way
Stone Creek Way
Stream Way
Creek Blvd Way
Creek Ridge Way
Creek Branch Way
Cedar Creek Way
River Chase Way
Tomoka Ridge Way
Tomoka Run Way
Tomoka Run Ct
Tomoka Ridge Ct
Tomoka Ridge Trl
Tomoka Ridge Loop
Tomoka Ridge Cir
Tomoka Ridge Pl
Tomoka Ridge Ln
Tomoka Ridge Dr
Tomoka Ridge Way
Tomoka Run Ct
Tomoka Run Way
Tomoka Run Trl
Tomoka Run Cir
Tomoka Run Dr
Tomoka Run Loop
Tomoka Run Pl
Tomoka Run Ln
Tomoka Run Way
Tomoka Run Ct

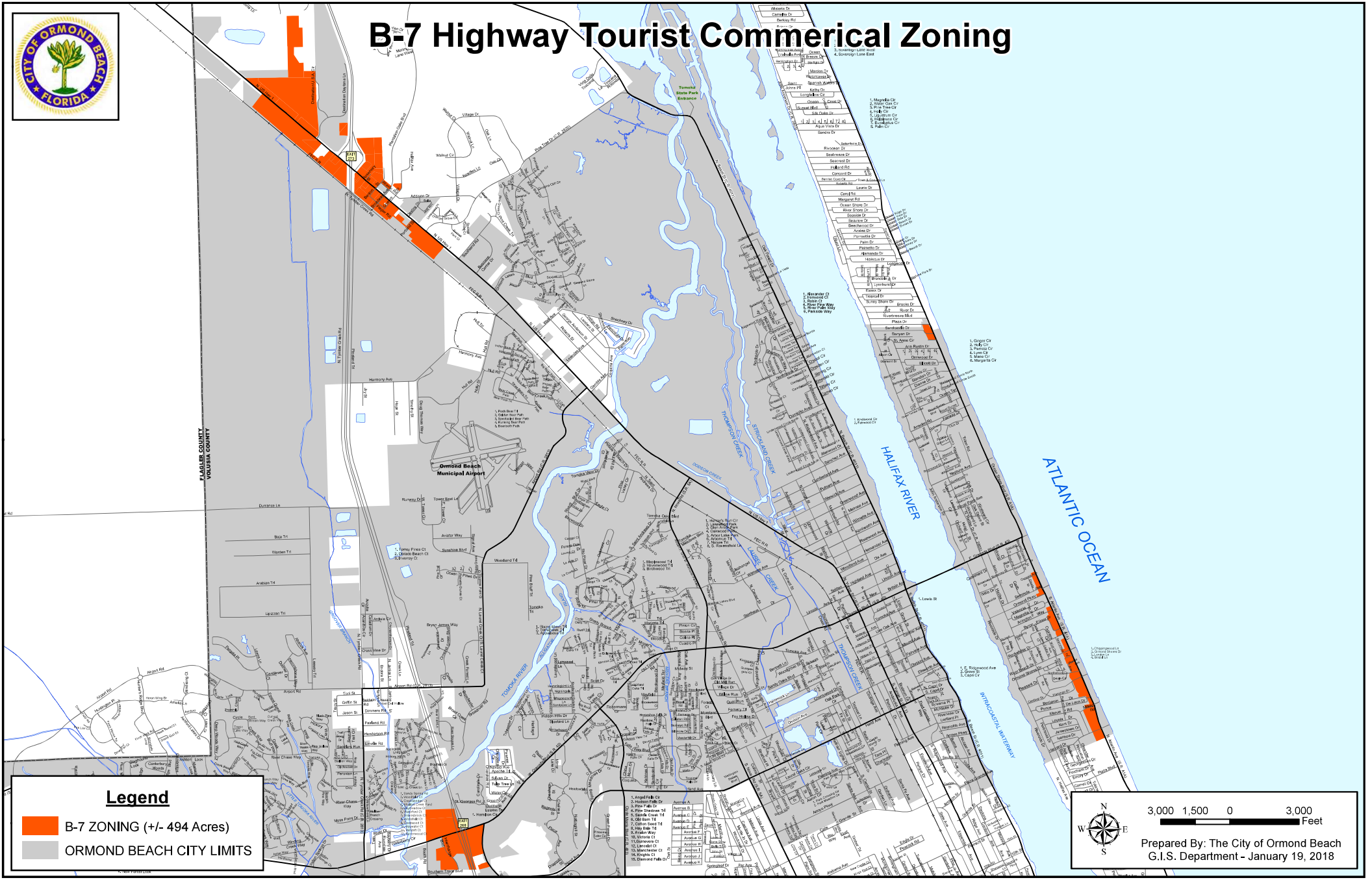

B-4 Central Business Zoning
1. Lewis St
1. E. Ridgewood Ave
2. Grove St
3. Capri Cir
Legend
B-4 ZONING (+/- 209 Acres)
ORMOND BEACH CITY LIMITS
500 250 0 500
Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018
THOMPSON CREEK
FEC R.R.
Railroad St
N. Yonge St (US 1)
S. Beach St (C.R. 4011)
E. Granada Blvd (S.R. 40)
W. Granada Blvd (S.R. 40)
Woodland Ave
Highland Ave
Britain Ave
Corbin Ave
Tomoka Ave
Live Oak Ave
Central Ave
Mound Ave
Fairview Ave
Division Ave
Ellsworth Ave
Arbor Drive North
Arbor Drive South
N. Capri Dr
S. Capri Dr
Rockefeller Dr
River Beach Dr
Ormond Shores Dr
Ormond Pkwy
Seminole
Casement Dr
Riverside Dr
Thompson Creek Rd
Grover Ave
Ramsey Ter
Lincoln Ave
Selden Ave
Hernandez Ave
Dix Ave
Lincoln Ave
Walnut St
N. Orchard St
S. Orchard
Park
Tomoka Ave
Spiveys Ct
James St
Mary St
Fair Oaks Cir
Malaga Ave
Jefferson St
Oleander Pl
Willow Pl
Palm Pl
Washington Pl
Midway Ave
Laws Ln
Myra Blvd
Grove St
S. Washington St
S. Ridgewood Ave
Roosevelt Dr
Eileen Butts St
N. Washington St
New Ford St
N. Perrott Dr
S. Perrott Dr
Salvador Pl
Florma Ave
Bostrom Ln
Andalusia
Rogers
Witham St
Ln
Vining Ct
Coquina Ct
Coquina Ave
Lucky Dr
Bovard Florence St
Wye Dr
Bosarvey Dr
Seton Dr
Bosarvey Cir
Willis Dr
Riverside Cir
S. Halifax Dr
Trl
Carib Dr
Osceola Ave
Oleeta St
Valencia Dr
Orlen Way
Magnolia Dr
Arlington Way
Byron Ellinor
Fluhart Dr
Mulberry Dr
Cedar Rd
Bayberry Ct
Pine Rd
Pinewood St
Hollywood St
Magnolia St

B-5 Service Commerical Zoning

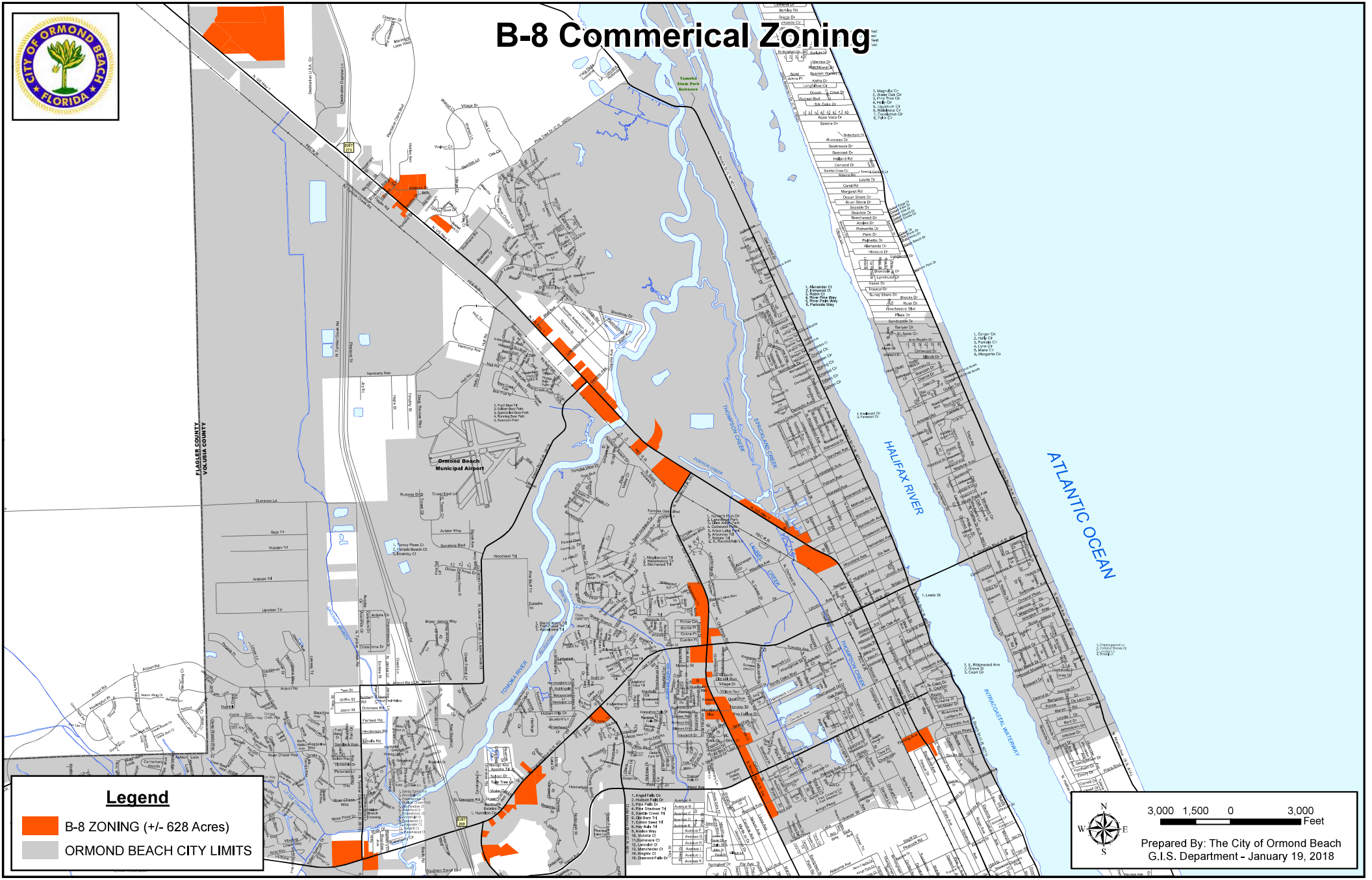


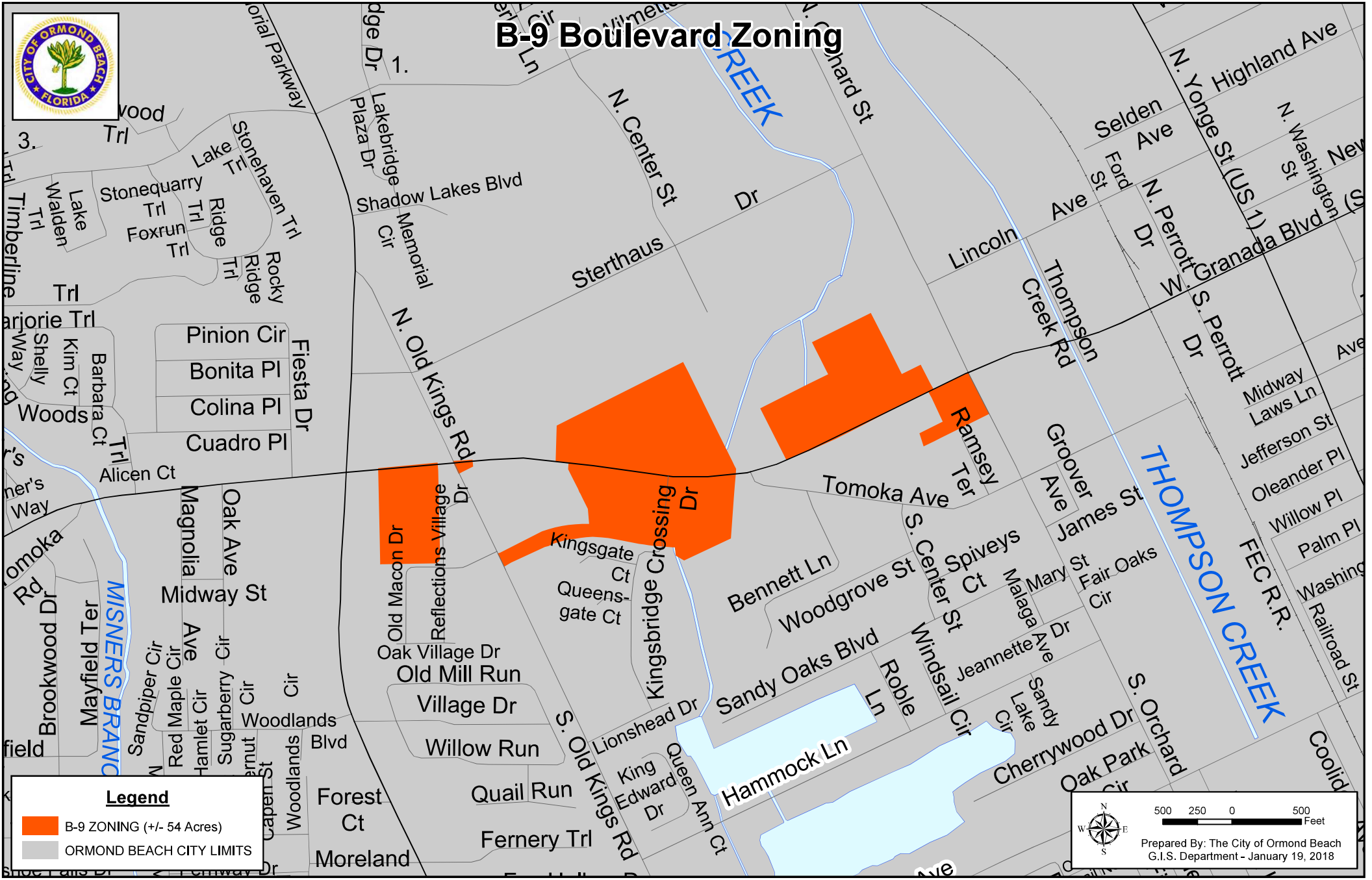

B-6 Oceanfront Tourist Commerical Zoning
1. Ginger Cir
2. Holly Cir
3. Pamela Cir
4. Lynn Cir
5. Marie Cir
6. Margarita Cir
HALIFAX RIVER
ATLANTIC OCEAN
INTRACOASTAL WATERWAY
Ocean Shore Blvd (S.R. A1A)
S. Atlantic Ave (S.R. A1A)
E. Granada Blvd (S.R. 40)
S. Beach St (C.R. 4011)
S. Halifax Dr (C.R. 2803)
John Anderson Dr
Riverside Dr
Rustin Dr
Ormwood Dr
Ellicott Dr
Standish Dr
Dianne Dr
Ocean Ter
Fairway Dr
Amsden Rd
Neptune Ave
Triton Rd
Royal Palm Ave
Windward Cir
Oak Grove St
Casement Dr
Seminole
Ormond Pkwy
Valencia Dr
Magnolia Dr
Arlington Way
Byron Ellinor Dr
Rockefeller Dr
River Beach Dr
Ormond Shores Dr
Pleasant Dr
Northshore Dr
Oriole Cir
Flamingo Dr
Cardinal Dr
Benjamin Dr
De Leon Dr
Ponce
Marvin Rd
Loyola Dr
Kent Dr
Jamestown Dr
Ivanhoe Dr
Harvard Dr
Milsap Rd
Peninsula Dr
Lincoln Ave
Britain Ave
Live Oak Ave
Tomoka Ave
Central Ave
Mound Ave
Fairview Ave
Division Ave
Ellsworth Ave
S. Washington St
S. Yonge St (US 1)
Bostrom Ln
Fred Gamble Way
Sylvania Pl
McAlister Dr
Riverview Dr
Lorillard Pl
Reynolds Ave
Arroyo Pkwy
Alcazar Ave
Vista Ave
N. Capri Dr
S. Capri Dr
Arbor Drive North
Arbor Drive South
1. Lewis St
1. E. Ridgewood Ave
2. Grove St
3. Capri Cir
1. Chippingwood Ln
2. Ormond Shores Dr
3. London Ln
4. Bristol Ln
Legend
B-6 ZONING (+/- 48 Acres)
ORMOND BEACH CITY LIMITS
N
S
E
W
1,000 500 0 1,000
Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018

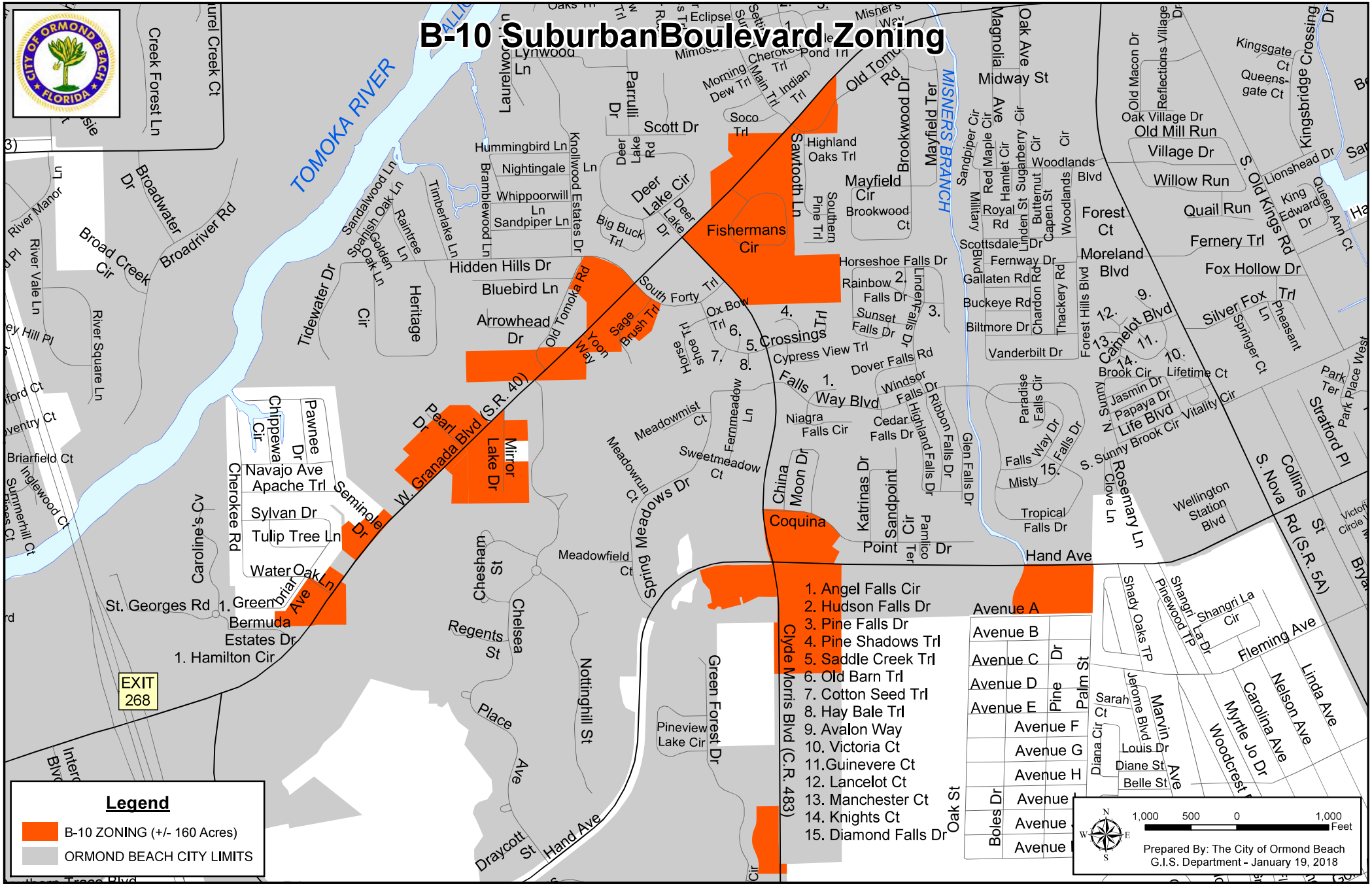
B-7 Highway Tourist Commerical Zoning

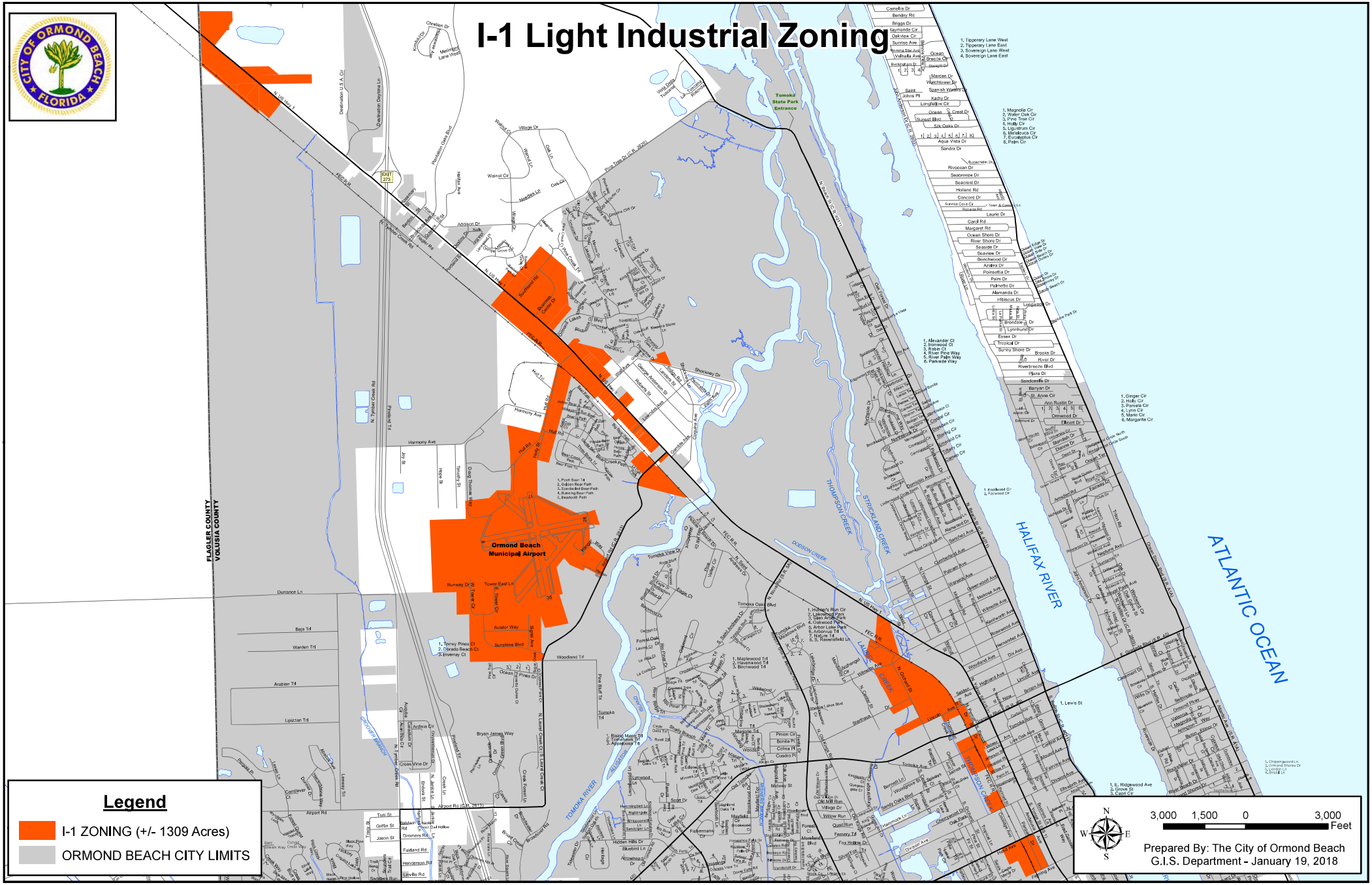


B-8 Commerical Zoning

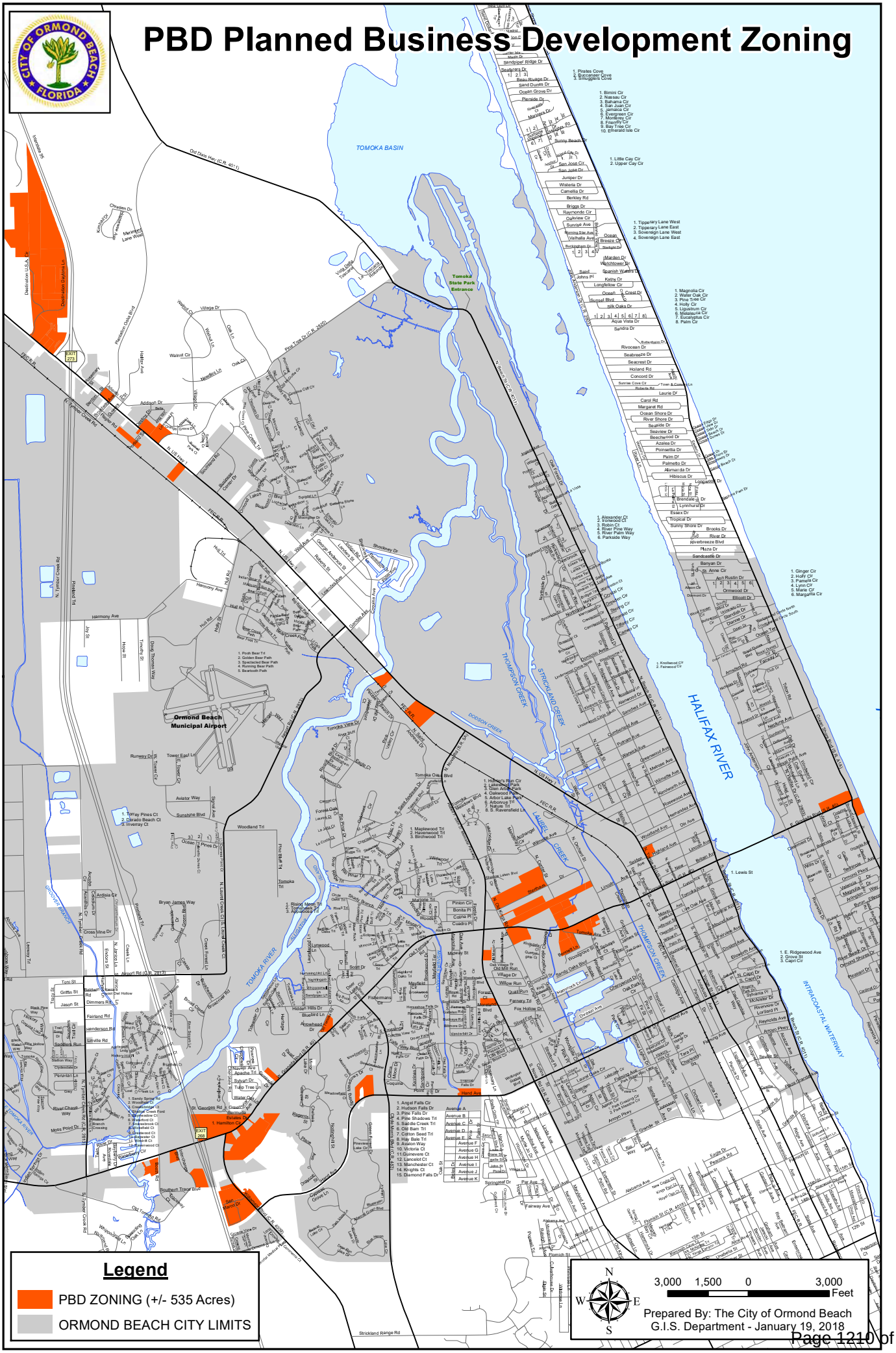



B-9 Boulevard Zoning
Legend
B-9 ZONING (+/- 54 Acres)
ORMOND BEACH CITY LIMITS
500 250 0 500
Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018
THOMPSON CREEK
MISNERS BRANCH
N. Old Kings Rd
S. Old Kings Rd
Sterthaus Dr
N. Center St
Shadow Lakes Blvd
Lakebridge Plaza Dr
Memorial Cir
Lincoln Ave
Thompson Creek Rd
Selden Ave
Highland Ave
N. Yonge St (US 1)
N. Washington St
W. Granada Blvd
S. Perrott Dr
N. Perrott Dr
Ford St
Ramsey Ter
Groover Ave
James St
Tomoka Ave
S. Center St
Spiveys Ct
Mary St
Fair Oaks Cir
Malaga Ave
Jeannette Dr
Sandy Lake Cir
Windsail Cir
Roble Ln
Sandy Oaks Blvd
Bennett Ln
Woodgrove St
Kingsbridge Crossing Dr
Kingsgate Ct
Queens-gate Ct
Old Macon Dr
Reflections Village Dr
Oak Village Dr
Old Mill Run
Village Dr
Willow Run
Quail Run
Fernery Trl
Lionshead Dr
King Edward Dr
Queen Ann Ct
Hammock Ln
Cherrywood Dr
Oak Park Cir
S. Orchard
Midway Laws Ln
Jefferson St
Oleander Pl
Willow Pl
Palm Pl
Washing
Railroad St
FEC R.R.
Coolid
Pinion Cir
Bonita Pl
Colina Pl
Cuadro Pl
Fiesta Dr
Alicen Ct
Woods
Barbara Ct
Kim Ct
Shelly Way
Timberline Trl
Lake Walden Trl
Stonequarry Trl
Foxrun Trl
Ridge Trl
Rocky Ridge Trl
Stonehaven Trl
Lake Trl
Magnolia Ave
Oak Ave
Midway St
Brookwood Dr
Mayfield Ter
Sandpiper Cir
Red Maple Cir
Hamlet Cir
Sugarberry Cir
Woodlands Blvd
Forest Ct
Moreland
Capen St
Woodlands Cir
Tomoka Rd
Ner's Way
Wood Trl
Orial Parkway
Dge Dr
1.
3.

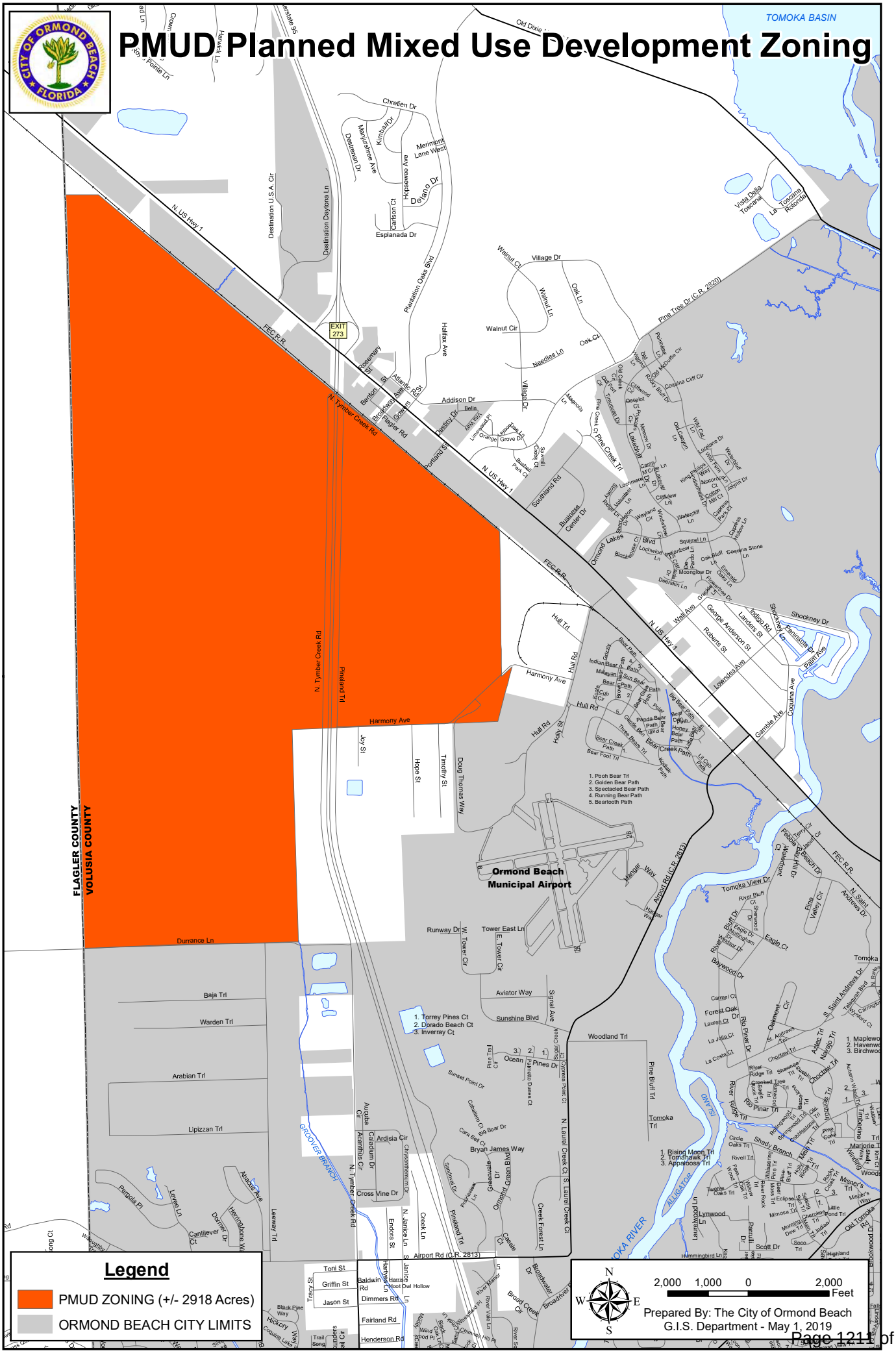

B-10 SuburbanBoulevard Zoning
TOMOKA RIVER
MISNERS BRANCH
Fishermans Cir
Arrowhead Dr
Coquina Point Dr
1. Angel Falls Cir
2. Hudson Falls Dr
3. Pine Falls Dr
4. Pine Shadows Trl
5. Saddle Creek Trl
6. Old Barn Trl
7. Cotton Seed Trl
8. Hay Bale Trl
9. Avalon Way
10. Victoria Ct
11.Guinevere Ct
12. Lancelot Ct
13. Manchester Ct
14. Knights Ct
15. Diamond Falls Dr
Legend
B-10 ZONING (+/- 160 Acres)
ORMOND BEACH CITY LIMITS
EXIT 268
1,000 500 0 1,000 Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018


I-1 Light Industrial Zoning
Ormond Beach Municipal Airport
FLAGLER COUNTY
VOLUSIA COUNTY
ATLANTIC OCEAN
HALIFAX RIVER
THOMPSON CREEK
STRICKLAND CREEK
DODSON CREEK
TOMOKA RIVER
Legend
I-1 ZONING (+/- 1309 Acres)
ORMOND BEACH CITY LIMITS
3,000 1,500 0 3,000 Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018

PBD Planned Business Development Zoning



PMUD Planned Mixed Use Development Zoning



ATTACHMENT 3

Section 3-47 of the Land Development Code

Sec. 3-47. Business premises signs.

A property shall include the lot frontage of any premises under single ownership or developed as a single site for purposes of meeting setback, buffer, land area or other dimensional requirements of this Land Development Code and subject to the following:

A. Planned development/special exception. Alternative signage may be approved by the city commission through planned developments and special exceptions.

B. Street Address Signs.
For each parcel and for each tenant space, one sign for the official street address shall be displayed for public safety, to serve as a visible street address for 911 purposes, and for delivery of mail and official governmental notification.

(1) For a parcel in residential use, the street address sign shall not exceed two (2) square feet in sign area.

(2) For a parcel in non-residential use, the street address sign shall not exceed four (4) square feet in sign area.

(3) The street address sign on a residential use may be externally illuminated, and on a non-residential use may be externally or internally illuminated.

(4) Street address signs do not require a permit.

C. Monument signs.

1. Monument sign required.

a. Monument signs shall be the only type of site signage allowed in these areas:

(1) Greenbelt and Gateway Preservation Districts.

(2) Downtown community redevelopment area.

(3) B-1, B-9 and B-10 zoning districts.

(4) All residential zoning districts.

2. Maximum height limit.

a. Eight (8') feet in height as measured from site grade or crown of the road, whichever is higher.

3. Maximum number.

a. Non-corner lots: one (1) sign.

b. Corner and double frontage lots: two (2) signs. The sign area shall not exceed one hundred fifty (150%) percent of allowable area of principle frontage from which the site is addressed. There shall be only one (1) sign per frontage and no sign shall be less than 30 square feet. The planning director may approve alternative locations (two (2) signs on one (1) frontage, provided there is no impact to residential uses).

4. Maximum copy size limit.

Based on lot frontage from where the site is addressed from.

Linear Frontage* (in feet)	**Square Footage (SF)**
Up to 100	30
104	31
108	32
112	33
116	34
120	35
124	36
128	37
132	38
136	39
140	40
144	41
148	42

5. Location requirements.

a. No closer than five (5') feet from the property line as measured from the leading edge of the sign. For existing nonconforming sites, the planning director may approve alternative setbacks based on existing site conditions.

b. No closer than fifteen (15') feet of a sign located on another property.

c. No closer than one hundred (100') feet of another site sign on the same site.

d. Shall not be located to cause a vision problem for vehicles, including within a twenty (20') foot site visibility triangle of two intersecting streets.

6. Design requirements.

a. The sign structure shall be consistent with the principal building with regards to architectural style, materials and colors. This shall include the sign base, sides, and top of the sign cabinet. Properties zoned I-1 shall not be required to provide architecturally treated sign structures.

b. There shall be a maximum of eight (8) tenant panels.

c. All tenant panels shall have same dimensions, material and color and be approved as part of a master sign plan.

d. All signs must provide location address on each side of the side in a font no less than six (6") inches.

7. Landscape required.

a. Required landscape area as follows:

Sign Length	**Landscape Area (SF)**	**Sign Length**	**Landscape Area (SF)**
Up to 6'	140	13'	252
7'	150	14'	264
8'	160	15'	276
9'	170	16'	288
10'	216	17'	350
11'	228	18'	364
12'	240	19'+	378

b. The quantity of plant material (ground cover and/or shrubs) in the landscape area shall equal the square footage of the copy area of the sign.

c. There shall be a minimum of two (2) types of plant material. All material shall be a minimum size of one (1) gallon.

d. The city landscape architect may approve alternative landscape design for monument signs based upon site conditions.

e. Irrigation is required. The city landscape architect may allow alternative standards for signs without reasonable access to irrigation.

	Linear Frontage*	Square Footage
c. Multiple principal buildings: one (1) sign per building based on allowable sign copy area of linear lot frontage of the parcel.	152	43
	156	44
d. Buildings over twenty thousand (20,000) square feet and with more than two hundred fifty (250) linear feet of frontage or more: two (2) signs based on the allowable sign copy area of linear lot frontage of the parcel.	160	45
	164	46
e. For developments over fifty thousand (50,000) square feet, one sign shall be permitted for each entrance.	168	47
	172	48
f. Where multiple signs are allowed on a property:	176	49
(1) A master sign plan is required. (2) Each sign's square footage shall be based upon the amount of lot frontage allocated to the sign. (3) No sign shall be located within one hundred feet (100') from another on-site sign. (4) All signage shall be coordinated in color, style, and lettering.	180	50
	184	51
	188	52
	192	53
	196	54
	200	55
	204	56
	208	57
	212	58
	216	59
	220	60
	224	61
	228	62
	232	63
	236	64
*Gaps in lot frontage shall use higher square footage.		
Example: One hundred eighty-two (182') feet of lot frontage equals fifty-one (51) square feet of sign area.		

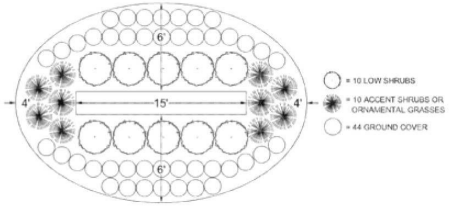
Figure 6-1: Monument Sign Example:

Site address on each side.
Coordinated tenant panels
Maximum 6 tenant panels.
Architecturally treated sign base, sides, and top of sign cabinet.
Landscaping around sign.



Figure 7-1: Landscape Example

a. Fifteen (15') foot long sign—requires two hundred seventy-six (276) square feet of landscape area.
b. Sixty-four (64) square foot sign requires sixty-four (64) plant materials.
c. Requires two (2) different types of plant material.



Plant Type	Examples
Low Shrubs	Dwarf Yaupon Holly, White Indian Hawthorn, Parsonii Juniper.
Accent Shrubs	Blueberry Flax Lily, White African Iris, Dwarf Pampas Grass.
Ground Cover	Society Garlic, Aztec Grass, Dwarf Mexican Bluebell.

D. Pole/ground signs.

1. Maximum size limit. Based on lot frontage from where the site is addressed.

Linear Frontage	Square Footage		Linear Frontage	Square Footage
Up to 100	40		360	96
110	44		370	97
120	48		380	98
130	52		390	99
140	56		400	100
150	60		410	101
160	64		420	102
170	68		430	103
180	72		440	104
190	76		450	105
200	80		460	106
210	81		470	107
220	82		480	108
230	83		490	109
240	84		500	110
250	85		510	111
260	86		520	112
270	87		530	113
280	88		540	114
290	89		550	115
300	90		560	116
310	91		570	117
320	92		580	118
330	93		590	119
340	94		600	120
350	95			

*Gaps in frontage shall use higher square footage.

Example: Three hundred forty-five (345') feet of lot frontage equals ninety-five (95) SF of sign area.

2. Maximum height limit.

a. Twenty feet (20') in height as measured from site grade or crown of the road, whichever is higher.

b. There shall be a minimum clearance of nine (9') feet between the finished grade and the bottom of the sign if the sign extends over a street right-of-way, sidewalk or drive.

3. Maximum number.

a. Non-corner lots: One (1) sign.

b. Corner & double frontage lots. Two (2) signs. The sign area shall not exceed one hundred fifty percent (150%) of allowable area of principle frontage where the site is addressed from. There shall be only one (1) sign per frontage and no sign shall be less than thirty (30) SF. The planning director may approve alternative locations (two (2) signs on one frontage), provided there is no impact to residential uses.

c. Multiple principal buildings: One (1) sign per building based on allowable sign copy area of linear lot frontage of the parcel.

d. Buildings over twenty thousand (20,000) square feet and with more than two hundred fifty (250) linear feet of frontage or more: Two (2) signs based on the allowable sign copy area of linear lot frontage of the parcel.

e. Where multiple signs are allowed on a property:

(1) A master sign plan is required.

(2) Each sign's square footage shall be based upon the amount of lot frontage allocated to the sign.

(3) No sign shall be located within one hundred (100') feet from another site sign on-site.

(4) All signage shall be coordinated in color, style, and lettering.

4. Design requirements.

a. The sign structure shall be consistent with the principal building with regards to architectural style, materials and colors. This shall include the sign base, sides, and top of the sign cabinet. Properties zoned I-1 shall not be required to provide architecturally treated sign structures.

b. There shall be a maximum of eight (8) tenant panels.

c. All tenant panels shall have same dimensions, material and color and be approved as part of a master sign plan.

d. All signs must provide location address on each side of the sign in a font no less than six inches (6").

Figure 4-1: Pole Sign Example:



Architecturally treated sign base, sides and top of sign cabinet.
Site address on each side.
Landscaping around sign.

5. Location requirement.

a. No closer than five feet (5') from the property line as measured from the leading edge of the sign. For existing nonconforming sites, the planning director may approve alternative setbacks based on existing site conditions.

b. No closer than fifteen (15') feet to a sign located on another property.

c. No closer than one hundred (100') feet of another site sign on the same site.

d. Shall not be located to cause a vision problem for vehicles, including within a twenty foot (20') site visibility triangle of two (2) intersecting streets.

6. Landscape required.

a. Required landscape area:

Sign Length	Landscape Area (SF)		Sign Length	Landscape Area (SF)
Up to 6'	140		13'	252
7'	150		14'	264
8'	160		15'	276
9'	170		16'	288
10'	216		17'	350
11'	228		18'	364
12'	240		19'+	378

b. The quantity of plant material (ground cover and/or shrubs) in the landscape area shall equal the square footage of the copy area of the sign.

c. There shall be a minimum of two (2) types of plant material. All material shall be a minimum size of one (1) gallon.

d. The city landscape architect may approve alternative landscape design for monument signs based upon site conditions.

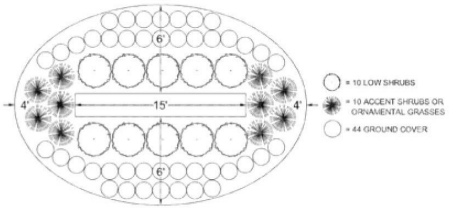
e. Irrigation is required. The city landscape architect may allow alternative standards for signs without reasonable access to irrigation.

Figure 7-1: Landscape Example:

a. Fifteen-foot (15') long sign—requires two hundred seventy-six(276) square feet of landscape area.

b. Sixty-four (64) square foot sign requires sixty-four (64) plant materials.

c. Requires two (2) different types of plant material.



Plant Type & Examples:

Low Shrubs: Dwarf Yaupon Holly, White Indian Hawthorn, Parsonii Juniper.

Accent Shrubs: Blueberry Flax Lily, White African Iris, Dwarf Pampas Grass.

Ground Cover: Society Garlic, Aztec Grass, Dwarf Mexican Bluebell.

E. Changeable copy signs.	**1. Maximum size limit.** a. Per requirements listed in subsections B and C above.	**2. Maximum height limit:** a. Per requirements listed in subsections B and C above.	**3. General requirements.** a. The background of the changeable copy signage shall be white and the letters shall be black. No other colors are permitted. b. Changeable copy signs shall be prohibited for industrial and residential (apartments, duplexes, single-family) uses. c. Changeable copy signs shall be included as part of the permitted sign area and shall not exceed 80 percent of the overall square footage allowed by this section.
F. Directory signs.	**1. Maximum size limit.** a. Thirty-two (32) square feet.	**2. Maximum height limit.** a. Seven feet (7') in height as measured from site grade or crown of the road, whichever is higher.	**3. General requirements.** a. The sign shall not be located within fifteen (15') feet of any public right-of-way. b. The sign shall be intended to be viewed from the public right-of-way. c. A uniform sign plan is required.
G. Electronic changeable copy signs	**1. Maximum size limit:** a. Per requirements listed in subsections B and C above and subsection H below.	**2. Maximum height limit:** a. Per requirements listed in subsections B and C above and subsection H below.	**3. General Requirements:** Electronic changeable copy signage shall be allowed as follows and shall be permitted to operate under the conditions of subsection (c): a The entertainment area between I-95 and Destination USA Circle, commonly referred to as Destination Daytona, Phases I and II under the following conditions: 1. Electronic changeable copy signage shall only be allowed as part of a Planned Business Development zoning designation; 2. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line; and 3. Electronic changeable copy sign permit applications shall be submitted and reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with the terms and provisions of the planned development. The Site Plan Review Committee shall issue a final recommendation to the Planning Board and City Commission within thirty (30) days of receipt of a completed application. Electronic changeable copy sign permit applications shall require review of the Planning Board and approval of the City Commission as a Planned Business Development or a Planned Business Development amendment. b An electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute. c. All electronic changeable copy signage shall operate under the following conditions: 1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area. 2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less; 3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period. 4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board; 5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy; 6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions; 7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and 8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

H. Interstate 95 Interchange signs	**1. Maximum size limit. Limit:** a. Signage shall be determined based on the amount of lot frontage on a public street where the property is addressed from. b. Four (4) square feet for each ten feet (10') of lot frontage on a public street for the first two hundred (200'), plus one (1) square foot for each ten feet (10') of lot frontage thereafter, but not to exceed a maximum limit of one hundred twenty-five (125) square feet.	**2. Maximum height limit. Limit:** a. Fifty feet (50') in height as measured from site grade or crown of the road, whichever is higher.	**3. General requirements:** a. I-95 frontage areas are defined as those properties with at least one hundred (100') feet of property line frontage along the I-95 right-of-way. Each such property shall be permitted one additional site sign, oriented toward I-95. b. Maximum of four (4) tenant panels.

(Ord. No. 2013-12, §§ 2—5, 2-5-2013; Ord. No. 2015-47, § 2, 11-2-2015; Ord. No. 2018-11, § 4, 5-15-2018; Ord. No. 2019-34, § 1, 10-1-2019)

ATTACHMENT 4

List of gas stations and electronic changeable copy signage within Ormond Beach

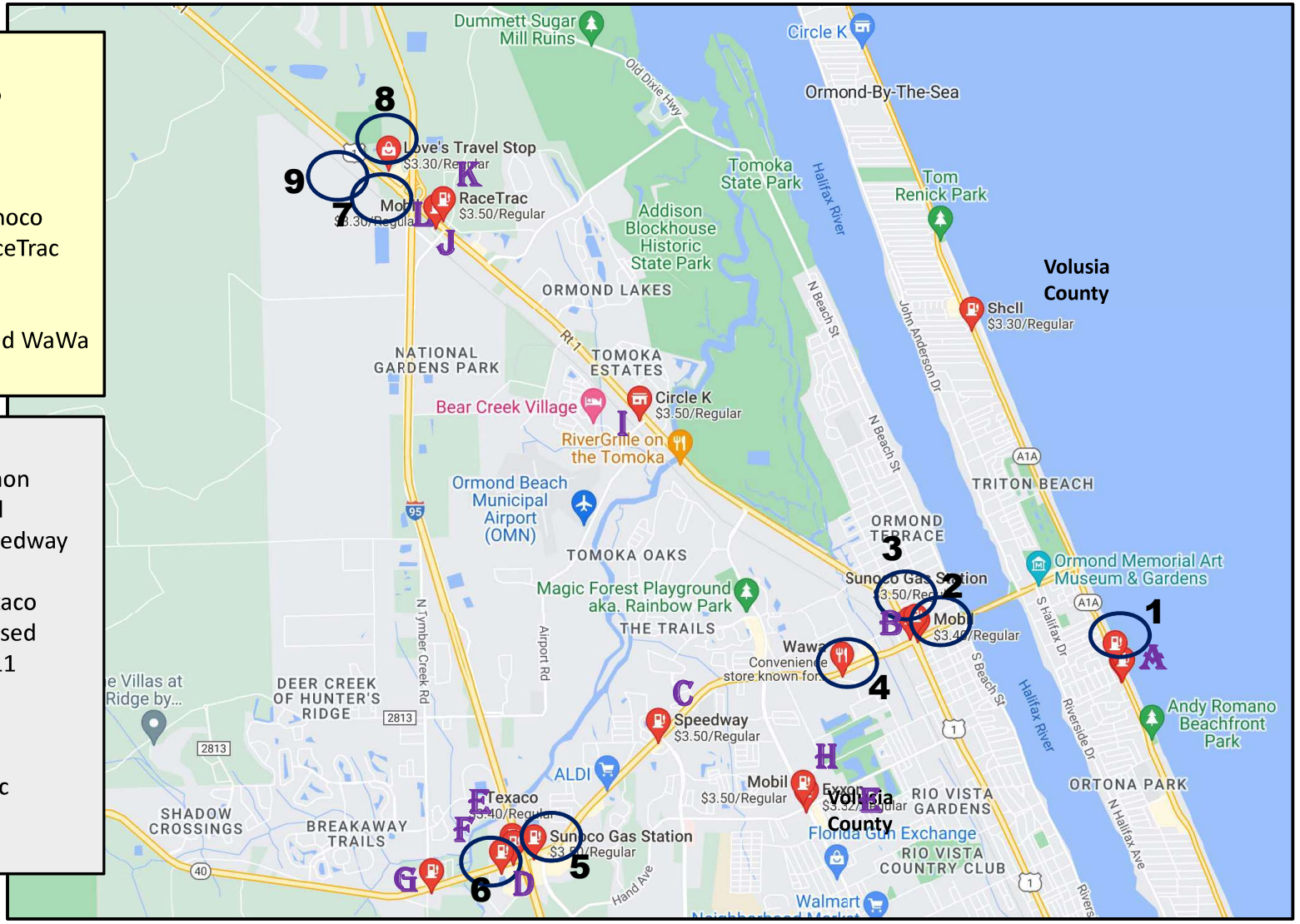
Gas Stations within Ormond Beach and Electronic Changeable Copy (ECC) Signage

Gas stations with ECC

1. 460 South Atlantic Avenue – Sunoco
2. 5 South Yonge Street – Mobile
3. 3 North Yonge Street - Sunoco
4. 600 West Granada Boulevard
5. 1546 West Granada Boulevard – Sunoco
6. 1670 West Granada Boulevard – RaceTrac
7. 1622 North US Highway 1 - Exxon
8. 1657 North US Highway 1 – Love's
9. 1670 North US Highway 1 – Proposed WaWa

Gas stations without ECC

A. 530 South Atlantic Avenue – Marathon
B. 201 West Granada Boulevard – Shell
C. 1102 West Granada Boulevard - Speedway
D. 1626 West Granada Boulevard – BP
E. 1629 West Granada Boulevard – Texaco
F. 1641 West Granada Boulevard – Closed
G. 1950 West Granada Boulevard – 7/11
H. 690 South Nova Road – 7/11
I. 1058 North US Highway 1 – Circle K
J. 1520 North US Highway 1 – Mobil
K. 1521 North US Highway 1 – RaceTrac
L. 1576 North US Highway 1 - Sunoco



Electronic Changeable Copy Signage

South Atlantic Avenue			
460	South Atlantic Avenue	Sunoco	Approved Electronic Changeable Copy
South Yonge Street (US1)			
5	South Yonge Street	Mobile	Electronic Changeable Copy
North Yonge Street (US1)			
3	North Yonge Street	Sunoco	Approved Electronic Changeable Copy
399	North Yonge Street	Performing Art Center	Electronic Changeable Copy
1386	North US Highway 1	SR Perrot	Electronic Changeable Copy
1622	North US Highway 1	Exxon	Electronic Changeable Copy
1657	North US Highway 1	Love's	Electronic Changeable Copy
1670	North US Highway 1	Proposed WaWa	Proposed Electronic Changeable Copy
Destination Daytona Lane			
253	Destination Daytona Lane	JP Cycles	Electronic Changeable Copy
280	Destination Daytona Lane	Giant Recreation World	Electronic Changeable Copy
	Destination Daytona Lane	Destination Daytona	Electronic Changeable Copy
West Granada Boulevard			
305	West Granada Boulevard	All Aboard Storage	Electronic Changeable Copy
600	West Granada Boulevard	WaWa	Electronic Changeable Copy
1546	West Granada Boulevard	Sunoco	Approved Electronic Changeable Copy
1670	West Granada Boulevard	RaceTrac	Electronic Changeable Copy
North Nova Road			
282	North Nova Road	Trails Shopping Center	Electronic Changeable Copy

on the east side is industrial office. The PMUD is on the City of Ormond Beach website, Ormond Crossing webpage, with the development order and the zoning. He said that staff can provide, if need be.

Ms. Eaton concluded that the minimal parcel size for PMUD is 2,000 acres and staff is not recommending changes.

B. Discussion item, Electronic Changeable Copy Signage

Mr. Spraker delivered an overview of the topic of Electronic Changeable Copy Signage stemming from the City Commission as a request to bring to the Planning Board to get direction to provide back to them. The definition was explained as a sign that displays an electronic image where the rate of change is electronically programmed and can be modified by electronic processes.

Mr. Spraker explained that three examples of Electronic Changeable Copy Signs within the city are the Performing Arts Center, Destination Daytona and the Trails Shopping Center.

Mr. Spraker stated that the current Land Development Code (LDC) allows Electronic Changeable Copy Signs under two conditions with the existing standards and two allowable places, **(1)** Destination Daytona, Phases 1 and 2, allowed through a Planned Development, therefore if they want a new sign, they are required to come back through as a Planned Development amendment and go through the Planning Board and City Commission for approval, if applicable; and **(2)** Gas stations through Special Exceptions, with LDC conditions based on size, pixel spacing, the length of time the message changes with text only, no graphics or flashing. The requirements for it are an operating manual and a Certificate of Conformance.

Mr. Spraker went over the guidance sheets for Electronic Changeable Copy Signage decision points with the Board for their consensus.

Mr. du Moulin stated that he did research on traffic studies on incidents and accidents caused by distractions of electronic signs and asked if staff has looked at all aspects of it. Mr. Spraker replied that he is not aware of any studies that say that one sign versus another is good, bad or indifferent. He offered to circulate the studies amongst the Board if Mr. du Moulin shares his research. Mr. Spraker added that other jurisdictions are allowing these types of signs and has not heard of a traffic difference because of them.

Mr. Galloway commented that cell phones are what are causing more wrecks.

Chairman Thomas remarked that he is finding that the electronic changeable copy signs aide more than hinder in driving when finding places.

Ms. Shull commented that the stable gas station signs with numbers are more helpful than the electronic changeable copy signs, like the one at the Trails Publix when it is changing and people are reading them as they are driving.

Mr. Spraker delivered history on the matter, explaining that in 2010 the City prohibited electronic changeable copy signs. There have been two amendments, (1) by an applicant when the gasoline sales, required by the state was amended, and (2) Destination Daytona, due to it being allowed in the County, the only two places it is currently allowed. Mr. Spraker continued that the point is to receive information on

what is appropriate from the Planning Board to be able to provide it to City Commission for a final determination.

1) Do you believe electronic changeable copy signs are appropriate?

There was a discussion to come back to this question after reviewing the other guidance points.

2) In what areas would the city allow electronic changeable copy signs be appropriate – Option A: Allow electronic changeable copy signs whenever monument or pole signs are allowed?

3) What areas would electronic changeable copy signs be appropriate – Option B: Allow only within certain zoning districts?

Mr. Spraker read a portion of an e-mail from the City Attorney's Office that stated, "Government regulations are restricted to time, place, manner and cannot be based on content. Limiting the signs to certain commercial/business zones, or to certain properties within zones, could result in an argument that the city is favoring certain commercial/business speech over other commercial/business speech where such sings have been prohibited. In other words, the regulations would not be content neutral."

The Board elected to recommend to allow electronic changeable copy signs whenever monument or pole signs are allowed.

4) What is the allowed display area for electronic changeable copy signs?

Mr. Spraker stated that the city has seen 60 percent and 50 percent from other jurisdictions. It is a policy decision on what the appropriate number is. The existing is 50 percent for reader board (manual changeable copy signs). Examples given for reference. Mr. Spraker stated that the current standard today is 60 percent for gas stations and 50 percent for manual changeable copy signs.

Mr. Galloway asked about facia signs and the size requirements being based on the square footage of the building. Mr. Spraker responded that it only replies to monument and pole signs and not building signs. On site signage is based on the linear frontage of the property per the chart in the LDC. 64 square feet is the most for any monument sign, on greenbelt corridor standards. Clyde Morris Boulevard, Williamson Boulevard, North U.S. Highway 1, and downtown, were examples given. Pole signs are on A1A, S. Atlantic Boulevard, and Nova Road. It was said that there are non-conforming signs on Granada Boulevard. A recommendation made as shown in the staff report is that non-conforming signs cannot be made into electronic changeable copy signs on Granada Boulevard. If there is no space for a monument sign and the reason for the business having a pole sign is due to the lack of room, it was advised that the request will be required to through a Special Exception or Planned Development and be heard by the Planning Board and City Commission.

The Board recommended a 60% display area for electronic changeable copy signage.

5) Require pixel spacing?

Mr. Spraker stated that pixel spacing is the sharpness of the image, an existing standard that staff recommends keeping.

The Planning Board concurred.

6) What is the rate of change allowed for electronic changeable copy signs?

Mr. Spraker explained that there is a wide range from 8 to 60 seconds and is a policy decision on what the rate of change is allowed to be.

Mr. Galloway asked if there are any standard specifications on it. Mr. Spraker replied that there is not and once minimum standards are suggested, staff is going to talk to sign companies for their input and to inquire what the minimum pixel spacing should be.

Chairman Thomas suggested going with the higher pixel within reason, and 15 seconds.

Mr. Railsback suggested 15 seconds.

Mr. Galloway suggested 1 minute and 22 seconds.

The Board recommended to allow the message to change once per every 15 seconds.

7) Only allow static text for electronic changeable copy signs?

Mr. Spraker added that this would mean no flashing or scrolling, the existing standard.

The Planning Board concurred.

8) Only allow limited colors for electronic changeable copy signs?

Chairman Thomas suggested that logos and static images should be allowed. The Planning Board concurred.

9) Require manufactured operating manual?

Mr. Spraker stated that this is done currently today. The City requires an operating manual.

Planning Board concurred.

10) Require certificate from owner acknowledging standards?

Planning Board concurred.

11) Other potential criteria – Malfunctioning sign must be turned off or display a blank screen?

Planning Board concurred.

12) Other potential criteria – No offsite advertising is permitted?

Mr. Spraker stated that city signs are exempt and that if it is content neutral and a public message it can be on there anytime.

Chairman Thomas asked if a business can advertise a 5K run. Mr. Spraker replied yes.

Mr. Spraker stated that the goal is not to advertise offsite which is detailed in the LDC.

Chairman Thomas commented that additional information is needed.

Mr. Galloway asked if electronic signs will be at both sides of the bridge. Mr. Spraker responded that at one time there was a capital project for electronic changeable copy signs downtown and was not approved with a decision to not move forward.

There was concern from the Planning Board regarding the message of the sign as on as the established conditions were met.

13) **Other potential criteria – No electronic changeable copy signs allowed within 300' of a conforming single-family house as measured in walking distance from a roadway from the property line from the property with the electronic changeable cop sign and the property line of the single-family house?**

Mr. Spraker stated if there is commercial property with residential property near it, such as WaWa, the sign could not be within 300' of the house at Old Tomoka Road.

Planning Board concurred.

14) **Other potential criteria – code enforcement provision?**

The sign permit code violations and code enforcement actions included in the staff report were discussed. It was suggested that for any violation after the second, the business owner would lose sign advertising for recommendation of one week.

Chairman Thomas responded that he is opposed to penalties to remove the sign, but agrees with not being able to use it for one to two months. The Board discussed the matter further.

Mr. Spraker stated that a recommendation will be brought back to the Board.

15) **Other potential criteria – Digital sign area shall be integrated into the design of the sign?**

Note: this number was skipped.

16) **Other potential criteria – The change of the display of messages must be instantaneous with no fading or special effects?**

Mr. Spraker stated that as the message changes, it cannot scroll or flash, it just changes one message to the other.

Planning Board concurred.

17) **Any other conditions for electronic changeable copy signs that the Board thinks is appropriate?**

Mr. Galloway responded, that it cannot be used for political messages.

18) **Allow electronic copy changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff?**

Planning Board concurred.

Mr. Spraker commented that if someone wants to vary from the standards, they could through a Special Exception or a Planned Development, through public hearings at the Planning Board and City Commission.

Planning Board concurred.

19) **Allow electronic changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff? For projects who desire to vary the established standards, they could seek alternate standards with a public hearing as a Special Exception or Planned Development.**

Planning Board concurred.

20) Allow electronic changeable copy signage to be permitted through a public hearing process (Planning Board review/recommendation and City Commission action)?

The Planning Board consensus was no.

Mr. Spraker referenced the original question:

1) Are electronic changeable copy signs an appropriate type of signage based on the conditions so far?

The Planning Board replied yes.

Mr. Spraker stated that staff will work on an ordinance and contact sign companies and bring back in September.

Audience Comments

Ms. Kristen Deaton, 80 Shadow Creek Way, commented that she conducted a poll with 20-30 Ormond Beach residents responded with their input on the electronic signs and the majority agree that electronic signs for gas stations is a smart idea but did not want to go much further than that. Their concern expressed was with the electronic changeable copy signs and that it will take away from the charm that Ormond Beach offers. She expressed that she feels that electronic signs could hinder the small town feel of the gem of Ormond Beach. Ms. Deaton added that with distracted drivers due to cell phones, that electronic signs for gas stations only makes sense, but suggested setting a maximum size limit to keep them from competing and asked the Board to keep the small-town-charm in mind.

X. MEMBER COMMENTS

Mr. Railsback thanked the staff and Board.

Mr. Galloway referenced the sign at the base of the bridge, west to U.S. Highway 1 in the DOT jurisdiction area and remarked that it unbeautified the street scape, as well as A1A, where he said there are pole signs every 6' to 10'.

Mr. Jorczak commented on the City's unique charm and concurred on the signage, adding that he too would like to see less signs.

Mr. du Moulin thanked staff.

Ms. Shull concurred and took notice of some of the City Commissioners sitting in the audience.

Chairman Thomas closed the meeting, thanked staff and commented that the City did a marvelous job on the 4th of July fireworks at Rockefeller Gardens and Park.

XI. ADJOURNMENT

The meeting was adjourned at 8:17 p.m.

Respectfully submitted,

Steven Spraker, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Marcella Miller.

ATTACHMENT 4

Correspondence Received

HOLUB
DEVELOPMENT

VIA EMAIL: Steven.Spraker@ormondbeach.org

July 10, 2024

Steven Spraker
Planning Director
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

RE: Discussion Item – Electronic Changeable Copy Signage

Dear Steven:

I understand that the Planning Board will discuss Electronic Changeable Copy Signage ("ECCS") at the July 11, 2024 meeting. I have not had an opportunity to thoroughly review all of the details in the Staff Report and unfortunately I am out of town on Thursday and not able to attend the meeting. I would like to offer some input regarding potential revisions to the current sign regulations.

I have been in the construction and development business for 39 years with the majority of our projects in Ormond Beach. I can confirm firsthand how important signage is to the retail, restaurant and professional service businesses that we have as tenants.

These businesses currently use building signage and a small tenant panel on the monument or pylon sign to promote their business. This tenant category can certainly benefit from ECCS to promote their product or service to pass by traffic. I have several tenants who have locations in other cities that have ECCS and their business on a daily basis has increased. I cannot tell you how many times a small business owner in our community has approached me and questioned why Ormond Beach does not permit ECCS to be incorporated into monument or pylon signs.

This type of sign is clean and modern and would minimize some of the temporary flag type signs that tenants typically install throughout the year. It also would provide the consumer a more legible and easier to read copy. In your discussion regarding this item, I would ask that you consider the following:

A. ECCS would be permitted at major thoroughfare roads including East and West Granada Boulevard, US-1, Nova Road, Williamson Boulevard, Clyde Morris Boulevard and South Atlantic Avenue.

COMMERCIAL AND RESIDENTIAL CUSTOM LUXURY HOMES CONSTRUCTION SITE DEVELOPMENT INVESTMENT PROPERTIES
PO BOX 730086 • ORMOND BEACH • FLORIDA 32173-0086 • VOICE 386.677.7617 • FAX 386.677.7630 - EMAIL HOLUBDEV@AOL.COM

B. ECCS may be incorporated at the mid-point or at the top of a monument sign

C. Provide for ECCS to be permitted with pylon signage. (position and maximum height should be determined)

D. If you determine that ECCS are permitted by zoning district, please consider including the thoroughfare roads as previously outlined.

E. In addition to the text copy, allow for a business logo or other product identification may be included.

F. Allow ECCS to be permitted through the issuance of a sign permit reviewed by staff, and if an alternative standard is requested allow it to proceed through a Special Exception or Planned Development.

G. Please consider a provision that would allow the maximum sign copy area and height for existing signs may be increased a nominal percentage in order to incorporate ECCS. This would allow modification to existing signs without a total reconstruction of the sign. Architectural embellishments to the sign would continue to be required.

The discussion for electronic signs has been ongoing for several years in our community and allowing ECCS would support local retailers, restaurants and professional service businesses. Furthermore, upon a directive from the City, ECCS could be utilized to inform residents when there is an emergency issue, such as a hurricane.

I want to thank Staff and the Planning Board for considering this discussion item.

With Kind Regards I Remain,

Sincerely,

Paul F. Holub Jr.

Planning Board minutes from September 12, 2024

ITEM:

PZ-2024-081

Electronic Changeable Copy Signage, Land Development Code Amendment

Recommended for Approval (7-0)

B. **PZ-2024-000081 – Land Development Code Amendment, Electronic Changeable Copy Signage**

Mr. Steven Spraker, Planning Director, stated that this is an administrative request to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic Changeable Copy Signs of the Land Development Code. The amendments propose to expand the allowance of electronic changeable copy signs and establish conditions of operations and permitting.

Mr. Spraker reviewed the decision points of previous Planning Board meetings:

Decision Point 1: Are electronic changeable copy signs an appropriate type of signage?

Mr. Spraker stated the Planning Board direction was yes – under certain conditions.

Decision Point 2: In what areas of the city would electronic changeable copy signs be appropriate?

Mr. Spraker stated based on the City Attorney's input, the Planning Board elected to allow changeable copy signs citywide where site signs are allowed.

Decision Point 3: What should be the conditions for electronic changeable copy signs?

Mr. Spraker reviewed the criteria developed with the assistance of the Planning Board:

a. Display area of a maximum of 60% of the allowed signage area.
b. A minimum pixel spacing is required for sign sharpness.
c. Rate of change – allow signage text to change every 15 seconds.
d. Allow only static text with no flashing animation or scrolling.
e. Allowance for logos and static images.
f. Require manufacturing operating manual.
g. The owner's signature must acknowledge the standards for electronic changeable copy signs.
h. Malfunctioning signs must be turned off or displayed on a blank screen.
i. No electronic changeable copy signs within 300' of conforming single-family house as measured in walking distance from a public right-of-way.
j. Existing non-conforming signage is not eligible for electronic changeable copy signage.
k. Digital sign area shall be integrated into the sign copy area.
l. Code enforcement provision.

Decision Point 4: What should be the approval process (staff approval, Special Exception, or Planned Development)?

Mr. Spraker stated the Planning Board provided direction that electronic changeable copy signs should be permitted by city staff. Applicants who seek alternative standards may do so through a public hearing process.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Mr. Scudiero thanked staff for the work on this item and expressed support. He stated that these signs will provide the ability for businesses to advertise.

Mr. Railsback stated that he concurred and that the regulations were consistent and palatable.

Mr. Galloway asked if the city sign on U.S. Highway 1 meets these terms and conditions. Mr. Spraker stated that the existing city sign was permitted under different Land Development Code standards. Mr. Spraker stated that any new signage would be required to meet these standards or get approval through the public hearing process.

Mr. Jorczak explained how his position on electronic changeable copy signs is to have as few as possible. He stated that the regulations are reasonable and that there are certain state requirements that must be complied with. He stated that he would support the amendment.

Mr. du Moulin did not have any comments.

Ms. Shull asked who controls code enforcement and if its complaint-driven. Mr. Spraker confirmed that code enforcement is complaint-driven. Ms. Shull inquired about the details on how an issue would be handled. Mr. Spraker replied that with a code enforcement complaint, a code enforcement officer would perform an investigation and determine if there is a violation. If the officer finds a violation, this would be presented to the Special Magistrate. Mr. Spraker stated that he assumed that the code enforcement officer would likely seek to provide education of the requirements with a first violation. The enforcement actions would be consistent with the proposed amendment.

Chairman Thomas expressed his happiness on this amendment and recalled that this topic has been long discussed.

Board Recommendation

Chairman Thomas called the vote.

Vote was called, and the item was approved (7-0). Mr. Railsback inquired if there was a motion and a second. There was a statement that the motion had been made.

After agenda item PZ-2024-000082 – Land Development Code Amendment, Live Local Act, it was determined that a motion had not been made on this item.

Chairman Thomas asked for a motion.

Mr. Scudiero motioned to approve PZ-2024-000081-Land Development Code Amendment, Electronic Changeable Copy Signage. Mr. du Moulin seconded it. Vote was called, and the motion was approved (7-0).

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DRAFT

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-30

AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISES SIGNS, SUBSECTION G, ELECTRONIC CHANGEABLE COPY SIGNS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY EXPANDING THE ALLOWANCE OF ELECTRONIC CHANGEABLE COPY SIGNS, AND ESTABLISHING CONDITIONS OF OPERATIONS AND PERMITTING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ 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 administrative request is to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code. The amendments propose to expand the allowance of electronic changeable copy signs, establish conditions of operations, and permitting standards.

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 an ordinance regarding the Land Development Code to expand the allowance of electronic changeable copy signs, establish conditions of operations, and permitting standards.

   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 an ordinance regarding the Land Development Code to expand the allowance of electronic changeable copy signs, establish conditions of operations, and permitting standards.

   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 an ordinance regarding the Land Development Code to expand the allowance of electronic changeable copy signs, establish conditions of operations, and permitting standards.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. This is an ordinance regarding the Land Development Code to expand the allowance of electronic changeable copy signs, establish conditions of operations, and permitting standards.

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 newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 9.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-31
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Outdoor Activities		
Summary:	This administrative request is to amend Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities. The purpose of the amendment is to specifically allow business and corporate events (not involving the sale of merchandise). In drafting the amendment, staff sought to re-organize the section to detail the types of outdoor activities and to provide one common submittal requirement subsection. The Planning Board reviewed the Land Development Code amendment at the September 12, 2024 meeting and unanimously (7-0) recommended approval.		
Financial Impact:	None		
Citizen Impact:	There is no anticipated citizen impact as the result of the proposed Land Development Code amendment.		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** of the amendment to the Land Development Code to update the conditions and permitting requirements for outdoor activities.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Attachments:	1. 24-31 LDC, Outdoor Activities (P24-0198G) 2. 09.12.2024, Outdoor Activities, LDC Amendment 3. 09.12.2024, Planning Board minutes, Outdoor Activities, LDC Amendment 4. Ordinance BIE, LDC Amend. - Outdoor Act., needs Ordinance title	
Approval:	Kelly McGuire, Finance Director	10/1/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/9/2024
	Joyce Shanahan, City Manager	10/11/2024

ORDINANCE NO. 2024-31

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (W), OUTDOOR ACTIVITIES, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE THE CONDITIONS AND PERMITTING REQUIREMENTS FOR OUTDOOR ACTIVITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, Subsection (w), Outdoor activities, to update the conditions and permitting requirements for outdoor activities, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on September 12, 2024, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

SECTION ONE. Subsection (w), Outdoor activities, of Section 2-50, Accessory uses, of Article III, General Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended to read as follows:

(w) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

(1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all ~~commercial and industrial~~ zoning districts except where expressly permitted through the issuance of a special exception, ~~or a~~ planned development, or a special event permit complying with this subsection.

(2) Retail special event permits. Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per calendar year, provided:

a. An application is submitted to the ~~building~~ planning department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event. ~~and are required to be reviewed by the city's site plan review committee.~~

b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.

c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection ~~(w)~~(~~10~~3) of this section.

d. The display area shall not be located so as to diminish the utility of any required parking space unless ~~an alternative temporary parking plan is~~ approved through the special event permit ~~by the site plan review committee~~.

e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.

f. Adequate area for safe pedestrian movement shall be maintained.

g. ~~A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:~~

~~1. Police officers at the expense of the applicant to help ensure public safety;~~

~~2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.~~

Submittal information shall be provided as required in subsection (7) of this section.

h. The area encompassed by a temporary sales shelter shall not exceed three thousand (3,000) square feet as measured from the perimeter of the temporary structure.

i. A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

j. Prohibited activities related to retail special event permits:

1. The following uses are prohibited from outdoor merchandise sales or activities:

a. Service stations and convenience stores types A, B and C.

b. Office uses.

c. Industrial uses.

d. Restaurants types A, B, C and D, outdoor seating is permitted.

2. The sale of food or beverages, other than as promotional items, is prohibited.

3. The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.

k. A permit fee, as established in Section 8-10 of the Code of Ordinances, ~~chapter 1, article IV of this Land Development Code~~, shall be required for each outdoor sales event.

~~(3) The following uses are prohibited from outdoor merchandise sales or activities:~~

~~a. Service stations and convenience stores types A, B and C.~~

~~b. Office uses.~~

~~c. Industrial uses.~~

~~d. Restaurants types A, B, C and D, outdoor seating is permitted.~~

~~(4) The sale of food or beverages, other than as promotional items, is prohibited.~~

~~(5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.~~

~~(6) The area encompassed by the temporary sales shelter shall not exceed three thousand (3,000) square feet as measured from the perimeter of the temporary structure.~~

~~(7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.~~

~~(8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.~~

(~~9~~3) Seasonal or holiday items. Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities. A special event permit shall be required and submitted to the planning department with the information required in subsection (7) of this section. A permit fee, as established in Section 8-10 of the Code of Ordinances, shall be required.

(~~10~~4) Non-profit outdoor activities. Carwashes, motorcycle washes, bake sales, cookie sales, charitable solicitation, running or walking events, outdoor

church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be ~~exempt from the requirements of this section~~ allowed with a special event permit and shall submit an application to the planning department with the information required in subsection (7) of this section. ~~,~~ ~~provided that:~~ A permit fee shall not be required if the organization provides proof of its nonprofit status.

a. ~~The proposed events do not impede pedestrian or vehicular traffic.~~

b. ~~A special event permit must be obtained from the building department. A permit fee shall not be required if the organization provides proof of its nonprofit status.~~

c. ~~The following application information is required for outside events:~~

   1. ~~Days of the events.~~

   2. ~~Hours of operation.~~

   3. ~~Expected number of participants.~~

   4. ~~Types of temporary structures.~~

   5. ~~Number of portable toilets provided.~~

   6. ~~Security plan.~~

   7. ~~Pedestrian and vehicle movement plan.~~

   8. ~~A scaled sketch detailing the location of the special event area, and parking areas.~~

   9. ~~Location of any planned activities.~~

~~d.~~ Motorcycle/car wash events, and associated activities, of a temporary or itinerant nature may be allowed for non-profit organizations subject to the following conditions:

   1. Compliance with the application requirements provided in subsection ~~(10)c~~ (7) of this section.

   2. The event shall be limited to no more than six (6) continuous hours between 8:00 a.m. and 5:00 p.m. in any single day.

   3. The event must at all times be contained within the legal boundaries of the real property described in the permit. All activities shall be prohibited within public rights-of-way, easements and other public property.

4. All event participants must fully comply with all permit conditions and with all applicable rules, regulations and laws. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or an event participant may be cause for the denial of future event permits by the violator and/or at the subject real property.

5. No more than twelve (12) event permits shall be issued in a calendar year for the subject real property.

6. Motorcycle/car wash events of a temporary or itinerant nature are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area, as more particularly described in article VII, of chapter 2 of this Code.

7. Motorcycle/car wash events of a temporary or itinerant nature are prohibited throughout the city during recognized special events, which are defined as: Daytona Beach Bike Week Festival, as established by the Bike Week Executive Committee; Daytona Beach Biketoberfest Special Event, as established by the Biketoberfest Development Committee of the Daytona Beach Area Convention and Visitors Bureau; Daytona Speed Weeks, encompassing that time period commencing with the Rolex 24-Hour Race and ending with the Daytona 500 Race, as established by the Daytona International Speedway; Jeep Week; organized Truck events; and other specially licensed outdoor entertainment activity involving more than one (1) property owner or that includes five hundred (500) or more participants.

~~e. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.~~

~~f. There are no public safety hazards, as determined by the planning director or designee.~~

(5) Corporate outdoor events. Businesses and corporations may host an outdoor event no more than four (4) times a calendar year that is not open to the general public. A special event permit shall be required and submitted to the planning department with the information required in subsection (7) of this section. A permit fee, as established in Section 8-10 of the Code of Ordinances, shall be required.

(6) Mobile food dispensing vehicle (food trucks). Shall be allowed in accordance with subsection (v) of Section 2-50 of the Land Development Code.

(7) Required submittal information for outdoor activities. Outdoor special events shall provide the minimum information listed below. The planning director may amend the submittal requirements for small scale retail activities, such as a sidewalk sale. For large scale special event permits, additional information may be required.

a. Applications must be submitted twenty-one (21) days prior to the event.

b. Proof of non-profit status if applying for a non-profit special event.

c. Days of the events.

d. Hours of operation.

e. Expected number of participants.

f. Types of temporary structures.

g. Number of portable toilets provided.

h. Security plan. Emergency services personnel such as fire safety and police officers may be required at the expense of the applicant to help ensure public safety as determined by the Fire Chief and Police Chief. The applicant shall be responsible for the cost of providing any life safety requirements.

i. Pedestrian and vehicle movement plan. Demonstrate that the proposed events do not impede pedestrian or vehicular traffic. Events located in public rights-of-way, such as walking and running events, shall provide applicable Volusia County and Florida Department of Transportation permits or a determination that no permit is required.

j. A scaled sketch detailing the location of the special event planned activities and parking areas.

k. Location of any temporary structures. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.

l. Demonstrate that there are no public safety hazards.

m. Location of any mobile food dispensing vehicle (food trucks). Note any mobile food dispensing vehicle must be in compliance with the regulations in subsection (v) of Section 2-50 of the Land Development Code.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 15th day of October, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of November, 2024.

_____
HAROLD BRILEY
Deputy Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment
Accessory Uses, Outdoor Activities

PLANNING BOARD DATE:	September 12, 2024
TENTATIVE CITY COMMISSION DATES:	October 15, 2024 (1st Reading) and November 6, 2024 (2nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2024-083
SUBJECT:	LDC amendment: Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This administrative request is to amend Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities.

SECTION 2, BACKGROUND: Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code is designed to regulate a wide range of outdoor activities. The section was initially designed to regulate the outdoor sales of merchandise. While this is still a primary function of this section, the section was expanded to allow non-profit organizations to hold special events primarily associated with fundraising. City staff have received inquiries to hold business and corporate events, which the current section does not address or envision. The purpose of the amendment is to specifically allow business and corporate events (not involving the sale of merchandise). In drafting the amendment, Planning staff has sought to re-organize the section to detail the types of outdoor activities and to provide one common submittal requirement subsection.

SECTION 3, ANALYSIS:

ATTACHMENT 1 provides the proposed Land Development Code amendment. The exhibit below details the proposed changes.

EXHIBIT 1: Proposed Changes

Existing Section	Proposed Section	Notes
(w) Introduction	No change	No change.
(w)(1)	(w)(1)	Added text: or a special event permit complying with this subsection. Special events need either public hearing approval or a special event permit.
(w)(2)	(w)(2)	Organized this subsection to include all items related to the sale of merchandise. Titled subsection "Retail special event permits."
(w)(2)(a)	(w)(2)(a)	This subsection provides submittal deadlines. Amended building department to planning department (which includes building). Deleted reference to SPRC review. Individual members of the SPRC are reviewing special event permits.
(w)(2)(b)	(w)(2)(b)	No change. Requires sale of merchandise to be from the sponsoring business of the special event permit.
(w)(2)(c)	(w)(2)(c)	No change. The event is required to be on the same lot/parcel as the principal business.
(w)(2)(d)	(w)(2)(d)	Special events should not reduce parking functions. Deleted reference to SPRC review. Individual members of the SPRC are reviewing special event permits.
(w)(2)(e)	(w)(2)(e)	No change. Maintain traffic flow.
(w)(2)(f)	(w)(2)(f)	No change. Maintain pedestrian flow.
(w)(2)(g)	(w)(7)	Deleted existing text. Consolidate all permit requirements into new subsection (7).
(w)(6)	(w)(2)(h)	Moved maximum sales shelter from (w)(6) to (w)(2)(h) as a standard for retail special event permits.
(w)(8)	(w)(2)(i)	Moved temporary signage from (w)(8) to (w)(2)(i) as a standard for retail special event permits.
(w)(3) (w)(4) (w)(7)	(w)(2)(j)	Moved all prohibited items (specific uses, food, vehicle sales) from existing (w)(3)(4)(7) to (w)(2)(j).
(w)(2)(h)	(w)(2)(k)	No change. Permit fee is required for special events.
(w)(5)	(w)(7)(k)	No change. Timing of temporary structure. Moved to the section for submittal requirements (w)(7) for all special events.

Existing Section	Proposed Section	Notes
(w)(9)	(w)(3)	Season or holiday items. No change to existing text. Added permit fees and submittal requirements of (w)(7).
(w)(10)	(w)(4)	Non-profit outdoor activities. Moved submittal requirements to (w)(7). Left car wash standards in the subsection since they apply to non-profit organizations. There are no changes to the text of the car wash standards.
NA	(w)(5)	Added allowance for businesses and corporations to host special events not open to the general public.
NA	(w)(6)	Added a section that mobile food dispensing vehicles (food trucks) are regulated with subsection (v) of Section 2-50 of the Land Development Code.
NA	(w)(7)	Added the submittal requirements for all special event types (retail sales, non-profits, season and holiday, and corporate events.

SECTION 4, CONCLUSION:

Section 1-15(e) of the Land Development Code requires specific criteria must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. The amendment 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. Each application is reviewed based on the special event proposed.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. No impacts to environmentally sensitive lands are expected.

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**.

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. Each special event application is reviewed based on the special event proposed.

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.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. No impacts to public facilities are anticipated.

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.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. Traffic impacts are reviewed based on each special event review.

7. The proposed development is functional in the use of space and aesthetically acceptable.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. This criterion is not applicable.

8. The proposed development provides for the safety of occupants and visitors.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. This criterion is not applicable.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. This criterion is not applicable.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: It is recommended that the Planning Board **APPROVE** an amendment to Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code to update the conditions and permitting requirements for outdoor activities.

Attachments:

Attachment 1: Proposed Land Development Code Amendment

ATTACHMENT 1

Outdoor Activities, Land Development Code amendment

Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities

(w) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

(1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all ~~commercial and industrial~~ zoning districts except where expressly permitted through the issuance of a special exception, ~~or a~~ planned development, or a special event permit complying with this subsection.

(2) Retail special event permits. Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per calendar year, provided:

a. An application is submitted to the ~~building~~ planning department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event. ~~and are required to be reviewed by the city's site plan review committee~~.

b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.

c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection ~~(w)~~(~~10~~3) of this section.

d. The display area shall not be located so as to diminish the utility of any required parking space unless ~~an alternative temporary parking plan is~~ approved through the special event permit ~~by the site plan review committee~~.

e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.

f. Adequate area for safe pedestrian movement shall be maintained.

g. ~~A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:~~

~~1. Police officers at the expense of the applicant to help ensure public safety;~~

~~2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.~~

Submittal information shall be provided as required in subsection (7) of this section.

h. The area encompassed by the temporary sales shelter shall not exceed three thousand (3,000) square feet as measured from the perimeter of the temporary structure.

i. A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

j. Prohibited activities related to retail special event permits:

1. The following uses are prohibited from outdoor merchandise sales or activities:

a. Service stations and convenience stores types A, B and C.

b. Office uses.

c. Industrial uses.

d. Restaurants types A, B, C and D, outdoor seating is permitted.

2. The sale of food or beverages, other than as promotional items, is prohibited.

3. The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.

k. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.

~~(3) The following uses are prohibited from outdoor merchandise sales or activities:~~

~~a. Service stations and convenience stores types A, B and C.~~

~~b. Office uses.~~

~~c. Industrial uses.~~

~~d. Restaurants types A, B, C and D, outdoor seating is permitted.~~

~~(4) The sale of food or beverages, other than as promotional items, is prohibited.~~

~~(5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.~~

~~(6) The area encompassed by the temporary sales shelter shall not exceed three thousand (3,000) square feet as measured from the perimeter of the temporary structure.~~

~~(7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.~~

~~(8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.~~

(~~9~~3) Seasonal or holiday items. Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities. A special event permit shall be required and submitted to the planning department with the information required in subsection (7) of this section. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required.

(~~10~~4) Non-profit outdoor activities. Carwashes, motorcycle washes, bake sales, cookie sales, charitable solicitation, running or walking events, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be ~~exempt from the requirements of this section~~ allowed with a special event permit and shall submit an application to the planning department with the information required in subsection (7) of this section. ~~,~~ ~~provided that:~~ A permit fee shall not be required if the organization provides proof of its nonprofit status.

a. ~~The proposed events do not impede pedestrian or vehicular traffic.~~

~~b. A special event permit must be obtained from the building department. A permit fee shall not be required if the organization provides proof of its nonprofit status.~~

~~c. The following application information is required for outside events:~~

~~1. Days of the events.~~

~~2. Hours of operation.~~

~~3. Expected number of participants.~~

~~4. Types of temporary structures.~~

~~5. Number of portable toilets provided.~~

~~6. Security plan.~~

~~7. Pedestrian and vehicle movement plan.~~

~~8. A scaled sketch detailing the location of the special event area, and parking areas.~~

~~9. Location of any planned activities.~~

~~d.~~ Motorcycle/car wash events, and associated activities, of a temporary or itinerant nature may be allowed for non-profit organizations subject to the following conditions:

1. Compliance with the application requirements provided in subsection (7) of this section.
2. The event shall be limited to no more than six (6) continuous hours between 8:00 a.m. and 5:00 p.m. in any single day.
3. The event must at all times be contained within the legal boundaries of the real property described in the permit. All activities shall be prohibited within public rights-of-way, easements and other public property.
4. All event participants must fully comply with all permit conditions and with all applicable rules, regulations and laws. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or an event participant may be cause for the denial of future event permits by the violator and/or at the subject real property.
5. No more than twelve (12) event permits shall be issued in a calendar year for the subject real property.
6. Motorcycle/car wash events of a temporary or itinerant nature are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area, as more particularly described in article VII, of chapter 2 of this Code.
7. Motorcycle/car wash events of a temporary or itinerant nature are prohibited throughout the city during recognized special events, which are defined as: Daytona Beach Bike Week Festival, as established by the Bike Week Executive Committee; Daytona Beach Biketoberfest Special Event, as established by the Biketoberfest Development Committee of the Daytona Beach Area Convention and Visitors Bureau; Daytona Speed Weeks, encompassing that time period commencing with the Rolex 24-Hour Race and ending with the Daytona 500 Race, as established by the Daytona International Speedway; Jeep Week; organized Truck events; and other specially licensed outdoor entertainment activity involving more than one (1) property owner or that includes five hundred (500) or more participants.

~~e. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.~~

~~f. There are no public safety hazards, as determined by the planning director or designee.~~

(5) Corporate outdoor events. Businesses and corporations may host an outdoor event no more than four (4) times a calendar year that is not open to the general public. A special event permit shall be required and submitted to the planning department with the information required in subsection (7) of this section. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required.

(6) Mobile food dispensing vehicle (food trucks). Shall be allowed in accordance with subsection (v) of Section 2-50 of the Land Development Code.

(7) Required submittal information for outdoor activities. Outdoor special events shall provide the minimum information listed below. The planning director may amend the submittal requirements for small scale retail activities, such as a sidewalk sale. For large scale special event permits, additional information may be required.

a. Applications must be submitted twenty-one (21) days prior to the event.

b. Proof of non-profit status if applying for a non-profit special event.

c. Days of the events.

d. Hours of operation.

e. Expected number of participants.

f. Types of temporary structures.

g. Number of portable toilets provided.

h. Security plan. Emergency services personnel such and fire safety and police officers may be required at the expense of the applicant to help ensure public safety as determined by the Fire Chief and Police Chief. The applicant shall be responsible for the cost of providing any life safety requirements.

i. Pedestrian and vehicle movement plan. Demonstrate that the proposed events do not impede pedestrian or vehicular traffic. Events located in public rights-of-way, such as walking and running events, shall provide applicable Volusia County and Florida Department of Transportation permits or a determination that no permit is required.

j. A scaled sketch detailing the location of the special event planned activities and parking areas.

k. Location of any temporary structures. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.

l. Demonstrate that there are no public safety hazards.

m. Location of any mobile food dispensing vehicle (food trucks). Note any mobile food dispensing vehicle must be in compliance with the regulations in subsection (v) of Section 2-50 of the Land Development Code.

Planning Board minutes from September 12, 2024

ITEM:

PZ-2024-083

Outdoor Activities,
Land Development Code Amendment

Recommended for Approval (7-0)

D. PZ-2024-000083 – Land Development Code Amendment, Accessory Uses, Outdoor Activities

Mr. Steven Spraker, Planning Director, stated that this is an administrative request to amend Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities. Mr. Spraker stated reviewed the amendment including the type of temporary outdoor activities:

1. Retail special events (sidewalk and tent sales);
2. Seasonal or holiday items (Christmas trees or pumpkin sales);
3. Non-Profit (car wash, running events, outdoor church activities, community events); and
4. Corporate outdoor events (for businesses and corporations – no sales or public).

Mr. Spraker stated the section had be re-organized and had common submittal requirements for all outdoor activities.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull asked if two properties side by side desired to have a special event. Mr. Spraker responded that each property would need to obtain a special event permit.

Public Comments

Ms. Connie Colby, 108 Roble Lane asked if Central Park would be allowed. Mr. Spraker responded that special events can occur in city parks and provided examples of the Celtic festival or movie nights. He stated that there could be a movie night at Central Park with a special event permit.

Mr. Railsback added that this ability has existed and that section is not being changed. Mr. Spraker confirmed that Mr. Railsback was correct.

Chairman Thomas questioned that Ms. Colby could come to the public hearing and present any concerns. Mr. Spraker clarified that these outdoor activities do not go through a public hearing review and Ms. Colby would need to address any concerns to the city Leisure Services Department. Mr. Spraker stated there are permanent outdoor activities that would require a Special Exception, but this portion of the Land Development Code is for temporary special events.

Board Discussion and Questions

Mr. Galloway inquired about car and bike washes during special events and recalled past discussions on the topic. Mr. Spraker confirmed that portion of the section remains unchanged and car and motorcycle washed during recognized special events are not allowed.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve PZ-2024-000083 – Land Development Code Amendment, Accessory Uses, Outdoor Activities. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

DRAFT

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-XX

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (W) OUTDOOR ACTIVITIES, OF THE LAND DEVELOPMENT CODE TO UPDATE THE CONDITIONS AND PERMITTING REQUIREMENTS FOR OUTDOOR ACTIVITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ 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 administrative request is to amend Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities. The purpose of the amendment is to specifically allow business and corporate events (not involving the sale of merchandise).

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 an ordinance regarding the Land Development Code conditions and permitting requirements for temporary special events.

    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 an ordinance regarding the Land Development Code conditions and permitting requirements for temporary special events.

    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 an ordinance regarding the Land Development Code conditions and permitting requirements for temporary special events.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This is an ordinance regarding the Land Development Code conditions and permitting requirements for temporary special events.

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 newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 9.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2024-195
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Partial Street Vacation, Corbin Avenue within Cassen Park, Notice of Intent		
Summary:	This is an administrative request for approval of a Notice of Intent resolution to vacate a portion of the unopened Corbin Avenue right-of-way as part of the Cassen Park redevelopment plan. This portion of Corbin Avenue, bisecting the existing Cassen Park, was platted in 1918 and is not an improved right-of-way. The application seeks to vacate an area of approximately 19,071 square feet internal to Cassen Park. As part of the application, letters of no objection to the partial Corbin Avenue right-of-way vacation have been obtained from all franchise utilities, including FPL, Spectrum/Charter communications, TECO gas, AT&T, and Wire3. The City's Site Plan Review Committee has reviewed the request and has no objection. If approved, an ordinance for the partial right-of-way vacation will be presented to the City Commission on December 3, 2024 (1st reading) and January 7, 2025 (2nd reading).		
Financial Impact:	None		
Citizen Impact:	There is no citizen impact as the result of the partial right-of-way vacation. The purpose of the partial right-of-way vacation is to remove the platted street of the Corbin's Subdivision to allow redevelopment of Cassen Park.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends **APPROVAL** of the Notice of Intent partial right-of-way vacation for the partial release of approximately 19,071 square feet of the Corbin Avenue right-of-way located within Cassen Park redevelopment plan.		

Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-195 NOI -Corbin Ave (P24-0199G) 2. Exhibit A, Sketch and Legal - Corbin 3. Aerial exhibit of the portion of Corbin Avenue to be vacated within Cassen Park 4. Map Book 14, Page 138 - Corbin's Subdivision 5. Combined Utility Letters of No Objection
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

RESOLUTION NO. 2024-195

A RESOLUTION DECLARING THE INTENTION OF THE ORMOND BEACH CITY COMMISSION TO CONSIDER VACATING A PORTION OF CORBIN AVENUE, A PLATTED PUBLIC RIGHT-OF-WAY WITHIN THE PROPERTY LOCATED AT 1 SOUTH BEACH STREET (VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBER: 4215-14-03-0010), KNOWN AS "CASSEN PARK"; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the portion of Corbin Avenue sought for a partial right-of-way vacation was platted on December 29, 1918 as part of the Corbin's Subdivision, recorded in Volusia County Map Book 14, Page 138 of the Public Records of Volusia County, and

WHEREAS, the portion of Corbin Avenue sought for a partial right-of-way is located solely within the property at 1 South Beach Street, Ormond Beach, known as "Cassen Park", and

WHEREAS, Cassen Park is undergoing a site redevelopment plan and there is a desire to remove the existing right-of-way within the park boundaries, now therefore,

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

SECTION ONE. It is hereby declared to be the intention of the City Commission of the City of Ormond Beach, Florida, to consider the adoption of an Ordinance vacating a 19,071± square foot portion of Corbin Avenue, a fifty (50.0') foot unimproved right-of-way plated with the Corbin's Subdivision recorded in Volusia County Map Book 14, Page 138 of the Public Records of Volusia County, which is located within the property at 1 South Beach Street (Volusia County parcel identification number 4215-14-03-0010), known as "Cassen Park"; the said right-of-way

being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION TWO. Notice of this Resolution and of the City Commission's intention to vacate the aforedescribed portion of Corbin Avenue shall be served by certified mail upon all persons whose property abuts on the portion of the Corbin Avenue right-of-way which is being considered for vacation; and notice of this Resolution and of the City Commission's intention to vacate the aforedescribed portion of Corbin Avenue shall be published once only in a daily newspaper of general circulation in the City of Ormond Beach, Florida, so as to give notice to all persons whose property abuts on the portion of the said street right-of-way which is being considered for vacation and who cannot be served with such notice by certified mail.

SECTION THREE. The City Commission will meet to consider the adoption of an Ordinance vacating the aforedescribed portion of the Corbin Avenue right-of-way and to hear any objections thereto at 7:00 P.M. on December 3, 2024 and January 7, 2025, in the City Commission Chambers of the Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida. **If any person decides to appeal any decision made by the City Commission at the said meeting with respect to this partial vacation, such person will need a record of the proceedings and, for such purpose, such person may need to ensure that a verbatim record (including the testimony and evidence upon which the appeal is based) of the proceedings is made.**

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

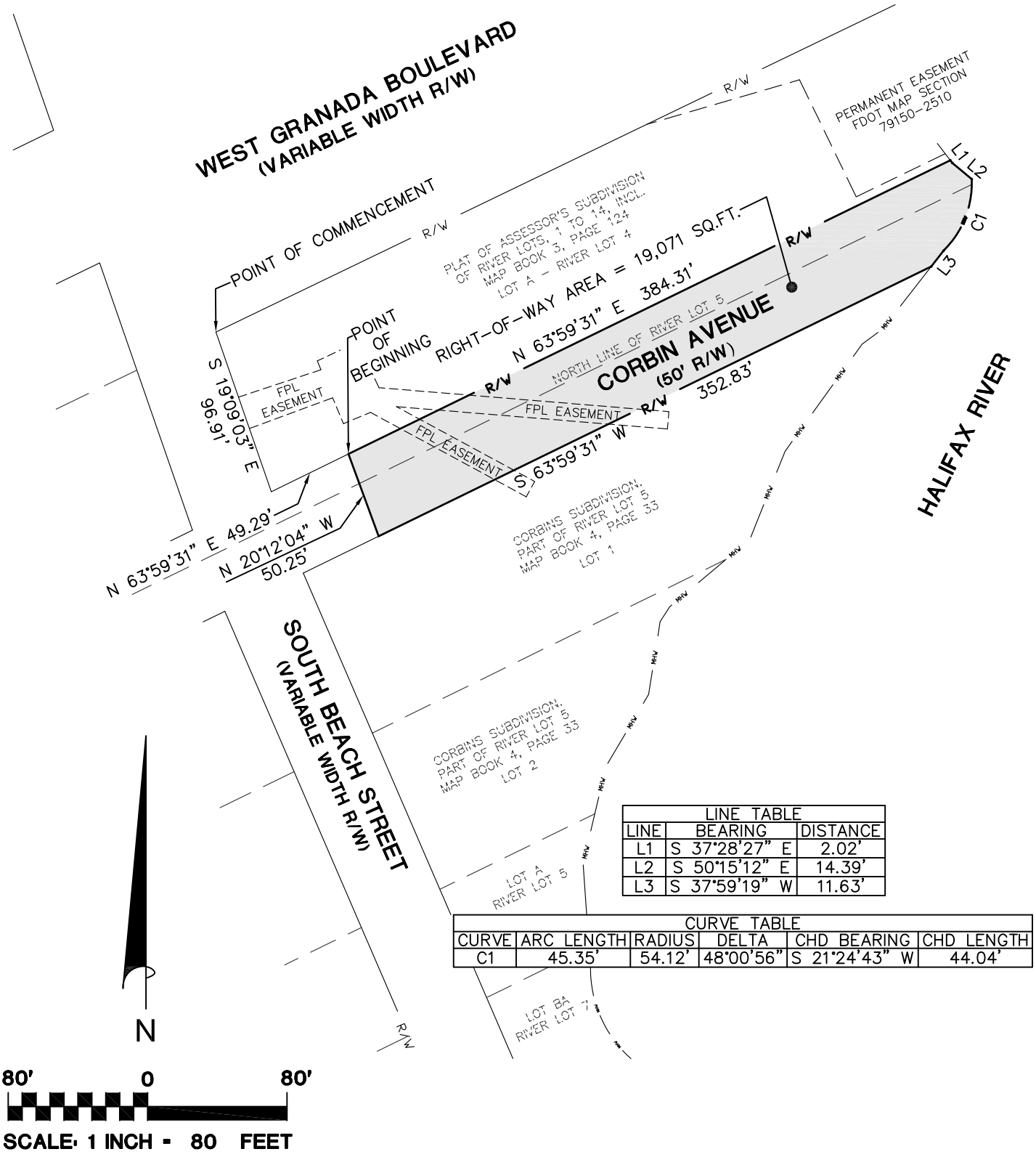
_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SKETCH AND DESCRIPTION
(NOT A BOUNDARY SURVEY)

EXHIBIT "A"
Page 1 of 2



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 37°28'27" E	2.02'
L2	S 50°15'12" E	14.39'
L3	S 37°59'19" W	11.63'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	45.35'	54.12'	48°00'56"	S 21°24'43" W	44.04'

THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.
SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SIGNATURE.

COPYRIGHT 2024

DATE:	08-08-2024
AD&S NO.	2023-ZCA-023
DRAWN	TLT
CHECKED	JJW

SHEET 1 OF 2

PREPARED FOR:

CITY OF ORMOND BEACH
22 S. BEACH STREET
ORMOND BEACH, FLORIDA 32174

ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

DESCRIPTION OF RIGHT-OF-WAY AREA:

COMMENCING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST GRANADA BOULEVARD, VARIABLE WIDTH, AND SOUTH BEACH STREET, VARIABLE WIDTH; THENCE LEAVING THE SOUTHEAST CORNER OF SAID INTERSECTION AND RUNNING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID SOUTH BEACH STREET S 19°09'03" E 96.91 FEET TO THE NORTHEAST CORNER OF THE INTERSECTION OF SAID SOUTH BEACH STREET AND CORBIN AVENUE, 50 FEET WIDE; THENCE LEAVING THE NORTHEAST CORNER OF SAID INTERSECTION AND RUNNING ALONG THE NORTH RIGHT-OF-WAY OF SAID CORBIN AVENUE N 63°59'31" E 49.29 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CORBIN STREET N 63°59'31" E 384.31 FEET TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE RUNNING ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES, 1) S 37°28'27" E 2.02 FEET, 2) S 50°15'12" E 14.39 FEET, 3) ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 54.12 FEET, AN ARC LENGTH OF 45.35 FEET AND A CHORD BEARING S 21°24'43" W 44.04 FEET TO A NON-TANGENTIAL LINE, 4) S 37°59'19" W 11.63 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE; THENCE RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE S 63°59'31" W 352.83 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE AND RUNNING ACROSS SAID CORBIN AVENUE N 20°12'04" W 50.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,071 SQUARE FEET OF LAND MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS A SKETCH AND DESCRIPTION AND NOT A BOUNDARY SURVEY.
2. THE BASIS OF BEARINGS FOR THIS SKETCH AND DESCRIPTION IS AS SHOWN ALONG THE PERIMETER RIGHT-OF-WAY LINES AND WAS ESTABLISHED WITH GPS RTK OBSERVATIONS USING A CARLSON SURVEYOR 2 DATA COLLECTOR AND A CARLSON BRX7 RECEIVER AND IS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM OF 1983(2011).
3. HERE MAY BE ADDITIONAL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER MATTERS NOT SHOWN ON THIS SKETCH AND DESCRIPTION WHICH MAY BE FOUND IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.
4. THIS SKETCH AND DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT.
5. THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

ABBREVIATIONS

C=CURVE
D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
CB=CHORD BEARING
PC=POINT OF CURVE
PT=POINT OF TANGENCY
PI=POINT OF INTERSECTION
MB=MAP BOOK
PB=PLAT BOOK
PG=PAGE
ORB=OFFICIAL RECORD BOOK
SQ.FT.=SQUARE FEET
AC=ACRES

R/W=RIGHT-OF-WAY
℄ = CENTER LINE
MHW=MEAN HIGH WATER LINE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
PSM=PROFESSIONAL SURVEYOR AND MAPPER
SEC=SECTION
RNG=RANGE
TWP=TOWNSHIP
I.D=IDENTIFICATION
(D)=DEED
(P)=PLAT
(F)=FIELD MEASURED
(NR)=NON-RADIAL
(RAD)=RADIAL

Joseph Jay Wooldridge
Digitally signed by Joseph Jay Wooldridge
Date: 2024.08.30 10:46:16 -04'00'

JOSEPH JAY WOOLDRIDGE License Number 6994 STATE OF FLORIDA Professional Surveyor and Mapper

SIGNED:_____
JOSEPH JAY WOOLDRIDGE, PSM
FLORIDA #LS6994

COPYRIGHT 2024

DATE:	08-08-2024
AD&S NO.	2023-ZCA-023
DRAWN	TLT
CHECKED	JJW

SHEET 2 OF 2

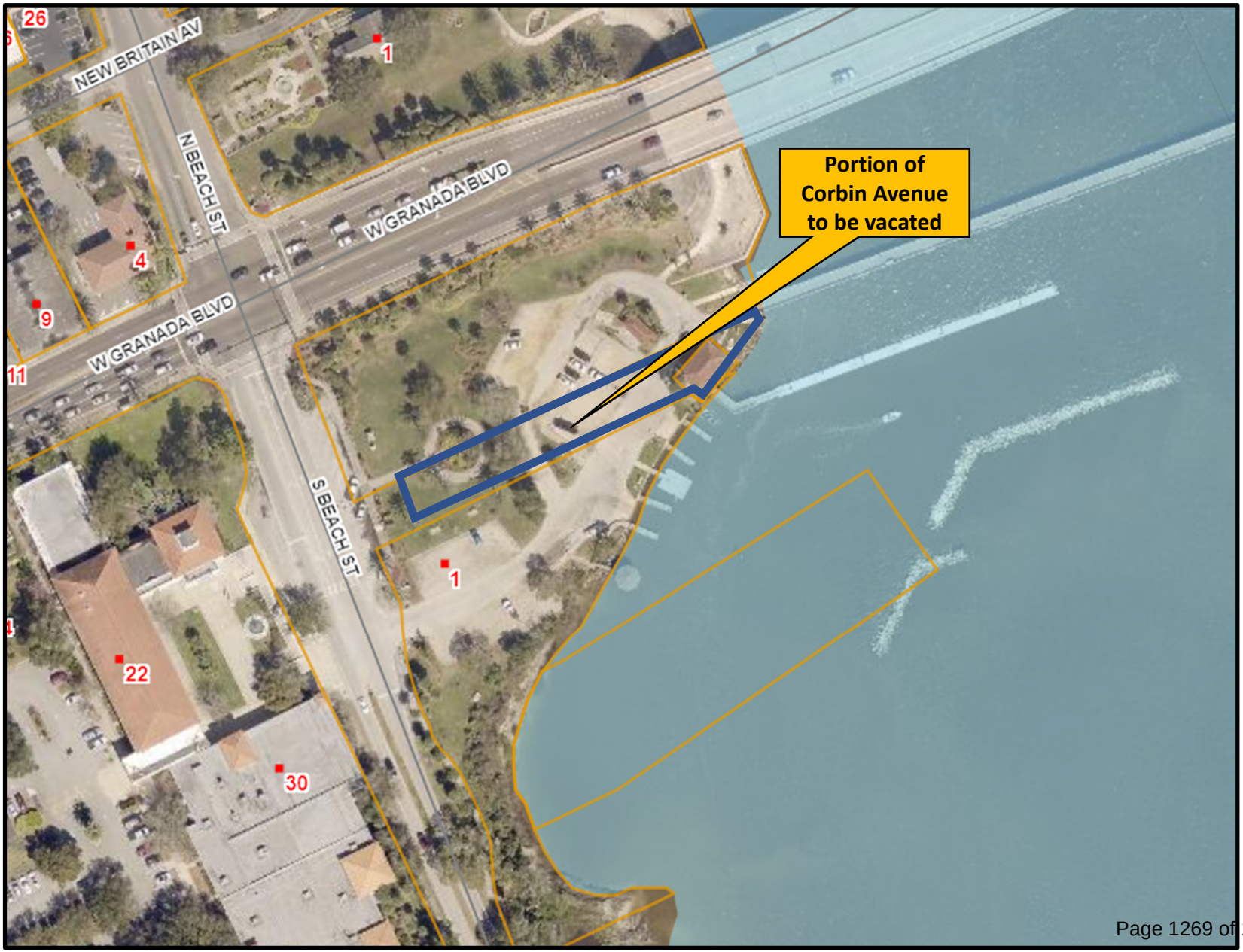
PREPARED FOR:
CITY OF ORMOND BEACH
22 S. BEACH STREET
ORMOND BEACH, FLORIDA 32174

ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

N W AD&S E S

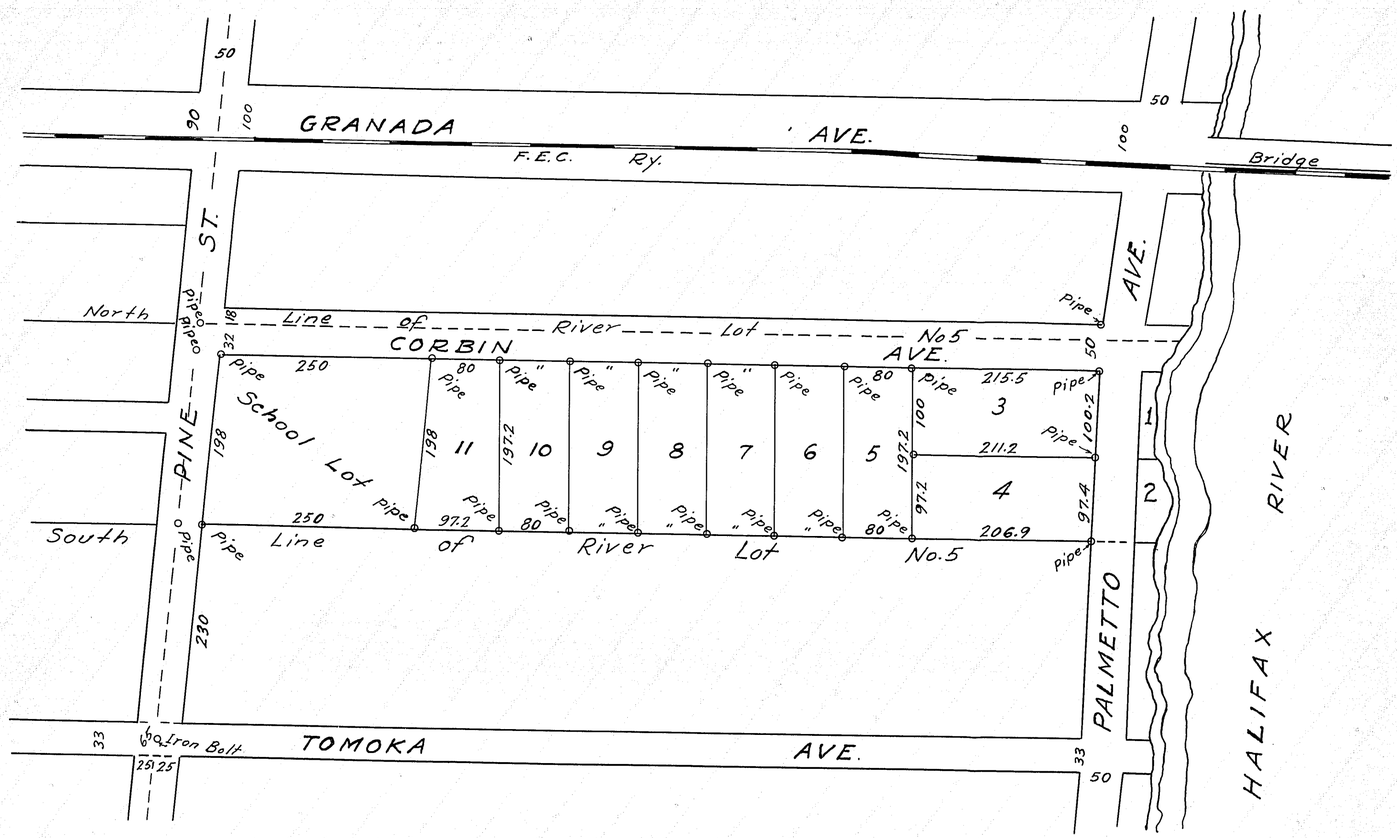
FILE PATH: S:_AD&S Survey Projects 2023\2023-ZCA-023 - Cassen Park\Cassen Park Addtl Topo_PRJ\dwg\2023-ZCA-023 SKD ROW.dwg

Aerial exhibit of the portion of Corbin Avenue to be vacated within Cassen Park



138

14-138



A TRUE COPY OF MAP IN
MAP BOOK 4 PAGE 33

CLERK CIRCUIT COURT

BY
DEPUTY CLERK

Filed in office this 29th Day of December A.D. 1918
Sam'l. D. Jordan
By R. P. Hamlin D.C.

CORBIN'S SUBDIVISION
of Part of River Lot No. 5
of the Town of ORMOND, Volusia Co, Florida

Survey and Plat made December 1908

Scale 100ft = one inch

George B. Waldron, C.E.

Scott Adams
Permit Coordinator
300 Interchange Blvd. | Suite C
Ormond Beach, FL. 32174
P: 386-677-2482
E-mail: sadams@zevcohen.com

RE: Cassen Park, Ormond Beach FL. / ZC 22138

May 24, 2024
This is a “Letter of No Objection” to the requested vacation of easement for the below highlighted area located on Exhibit A in the City of Ormond Beach in Volusia County. Please accept this letter as notification.

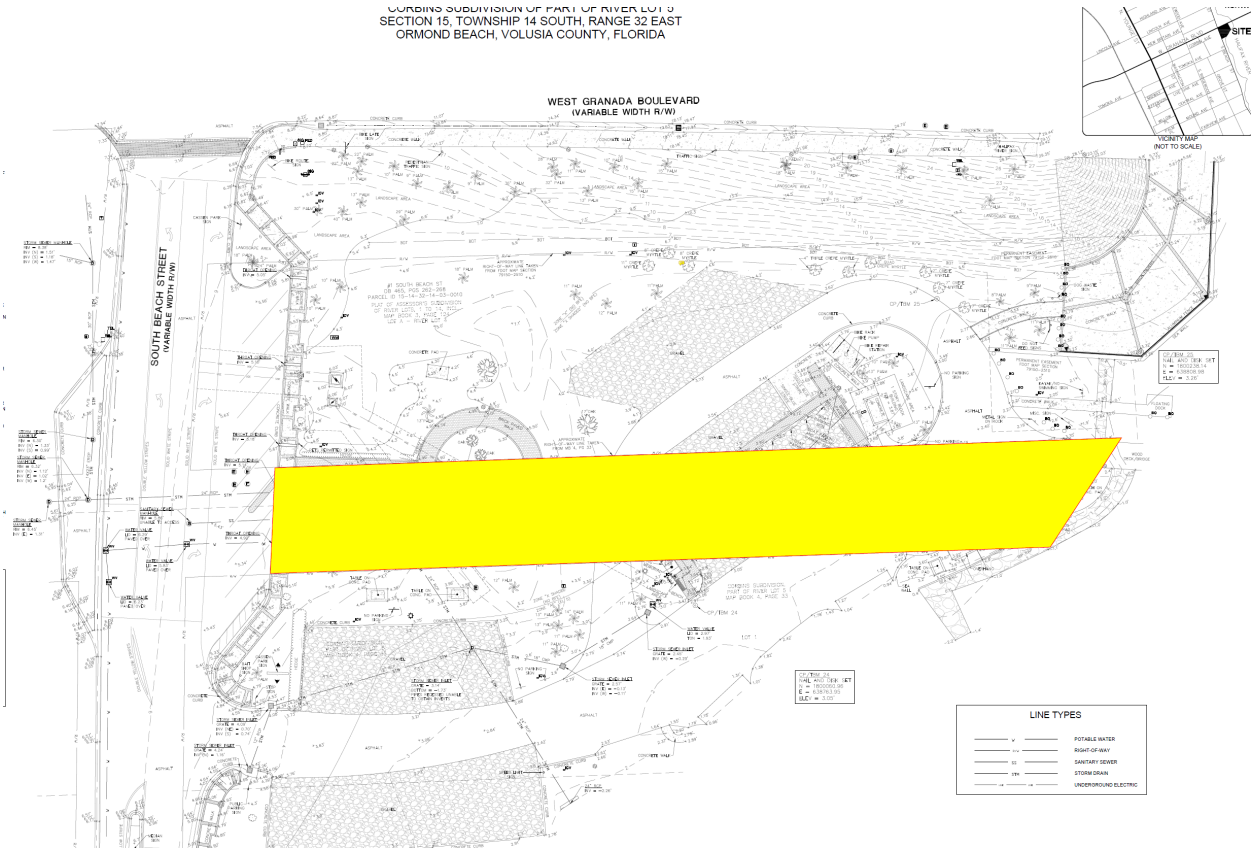
Sincerely,

Jacob Brooks

Jacob Brooks
AT&T GEO Engineer
268 N Ridgewood Ave
Daytona Beach, FL 32114
c. (386) 843-0316

Exhibit A

CORBINS SUBDIVISION OF PART OF RIVER LOT 5
SECTION 15, TOWNSHIP 14 SOUTH, RANGE 32 EAST
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



Florida Power & Light Company, 3000 Spruce Creek Rd, Port Orange, FL 32129
Phone: 3863223418, Fax:

August 30, 2024

ZEV COHEN & ASSOCIATES
300 INTERCHANGE BLVD
ORMOND BEACH, FL, 32174

Dear SCOTT ADAMS,

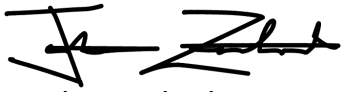
This letter is in response to your request for the release of a platted road right-of-way.

In meeting with your request, FPL has no objection to releasing our rights in the road right-of-way known as “CORBIN AVENUE” in Plat Book Plat Book #3, Page Page #124 of the Public records of VOLUSIA County .

The release is restricted to the following description: COMMENCING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST GRANADA BOULEVARD, VARIABLE WIDTH, AND SOUTH BEACH STREET, VARIABLE WIDTH; THENCE LEAVING THE SOUTHEAST CORNER OF SAID INTERSECTION AND RUNNING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID SOUTH BEACH STREETS 19° 09'03" W 96.91 FEET TO THE NORTHEAST CORNER OF THE INTERSECTION OF SAID SOUTH BEACH STREET AND CORBIN AVENUE, 50 FEET WIDE; THENCE LEAVING THE NORTHEAST CORNER OF SAID INTERSECTION AND RUNNING ALONG THE NORTH RIGHT-OF-WAY OF SAID CORBIN AVENUE N 63° 59'31" E 49.29 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CORBIN STREET N 63° 59'31" E 384.31 FEET TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE RUNNING ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES, 1) S 37° 28'27" E 2.02 FEET, 2) S 50° 15'12" E 14.39 FEET, 3) ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 54.12 FEET, AN ARC LENGTH OF 45,35 FEET AND A CHORD BEARINGS 21°24'43" W 44.04 FEET TO A NON-TANGENTIAL LINE, 4) S 37°59'19" W 11.63 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE; THENCE RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE S 63° 59'31" W 352.83 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE AND RUNNING ACROSS SAID CORBIN AVENUE N 20°12'04" W 50.25 FEET TO THE POINT OF BEGINNING.
CONTAINING 19,071 SQUARE FEET OF LAND MORE OR LESS.

Should you have any questions or concerns, please do not hesitate to contact Mills Moosbrugger at 3863223418.

Sincerely,



Joshua Zehnder
Engineering Lead

Charter
COMMUNICATIONS

Timothy Haynes
Supervisor, Construction
Field Ops

March 19, 2024

ZevCohen & Associates Inc
Attn: Scott Adams
300 Interchange Blvd / Suite C
Ormond Beach, Florida 32174

RE: PROPOSED VACATION OF 50' RIGHT OF WAY YHAT RUNS THROUGH PID 421514030010 OF 1 S BEACH STREET.

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 Right of Way easement in the above paragraph, excluding the right of way and utility easement along S Beach Street. But will allow encroachment on the right of way and utility easement along S Beach Street, 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,

Timothy Haynes
Charter Spectrum
Construction Supervisor
(386) 414-5078

1655 State Road 472 Deland , Fl. 32724 T (386) 414-5078 Timothy.Haynesii@charter.com

April 01, 2024

To: *Scott Adams & Zev Cohen & Associates, Inc.*

RE: Vacate of Right of Way
Cassen Park
1 S Beach St,
Ormond Beach, FL, 32174

Dear Scott,

Thank you for contacting Peoples Gas System, Inc. (“PGS”) regarding the vacate of ROW easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.

If you have further questions, please do not hesitate to call.

Sincerely,

Cheyenne Thompson

Cheyenne Thompson
Admin Specialist Sr., PGS Distribution Design
Peoples Gas System, Inc. (“PGS”), Central Territory
8416 Palm River Rd
Tampa, FL 33619
813-275-3710

From: Scott Cerny <scott@wire3.com>
Sent: Wednesday, May 29, 2024 10:30 AM
To: Scott Adams
Subject: RE: R/W Vacate - Cassen Park, Ormond Beach FL. / ZC 22138 (Wire3)

Scott,

Wire 3 is not in this area, so there is no conflict.

Thanks,

Scott

Scott Cerny | Director of Construction

e: scott@wire3.com **| w:** www.wire3.com
m: 989.277.3149

From: Scott Adams <sadams@zevcohen.com>
Sent: Tuesday, May 28, 2024 8:45 AM
To: Scott Cerny <scott@wire3.com>
Subject: RE: R/W Vacate - Cassen Park, Ormond Beach FL. / ZC 22138 (Wire3)

Good morning Scott,
I just wanted to confirm that you have received the request below?

Thank you,

Scott Adams | Permit Coordinator
ZEVCOHEN & ASSOCIATES INC.
300 Interchange Blvd. | Suite C
Ormond Beach, FL. 32174
P: 386-677-2482 | F: 386-677-2505
sadams@zevcohen.com | www.zevcohen.com
Find us on Facebook

From: Scott Adams
Sent: Friday, May 24, 2024 1:39 PM
To: 'scott@wire3.com' <scott@wire3.com>
Cc: File <file@zevcohen.com>
Subject: R/W Vacate - Cassen Park, Ormond Beach FL. / ZC 22138 (Wire3)

Hi Scott,

We are currently providing design & permitting services for the Cassen Park redesign in Ormond Beach, FL. There is an existing 50' right-of-way that runs through the middle of the property that we are proposing to vacate. As part of this process, we need to obtain "No Objection" letters from each Utility provider. Enclosed, you will find the following items for your review;

Utility Locate Ticket for reference
Survey Drawing showing the location of the existing 50' R/W
Current Site Plan drawing for the Cassen Park redesign project

Upon your review of the aforementioned documents, please let us know if you have any questions/comments. Otherwise, please provide us with a "No Objection" letter at your earliest convenience. Thank you for your assistance and I look forward to hearing back from you soon.

Best regards,

Scott Adams | Permit Coordinator
ZEVCOHEN & ASSOCIATES INC.
300 Interchange Blvd. | Suite C
Ormond Beach, FL. 32174
P: 386-677-2482 | F: 386-677-2505
sadams@zevcohen.com | www.zevcohen.com
Find us on Facebook

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 9.D

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2024-196
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Cassen Park, Special Exception Redevelopment Plan		
Summary:	This application is an administrative application for a Special Exception Redevelopment Plan to allow for redevelopment of the Cassen Park and Bait Shop located in the Downtown Overlay District at 1 South Beach Street. The redevelopment plan seeks to re-design the existing park, parking areas, and relocation of the existing bait shop. The relocation of the bait shop will require setback reductions to the Granada Boulevard, Corbin Avenue, and Halifax River setbacks as well as landscape waivers which are included in the Special Exception Redevelopment Plan. The Planning Board reviewed the proposed Special Exception Redevelopment Plan at the September 12, 2024 meeting and recommended unanimous approval by a 7-0 vote. There were no individuals who spoke for/against the proposed Special Exception.		
Financial Impact:	None		
Citizen Impact:	There is no expected citizen impact from the Special Exception Redevelopment Plan. The proposed redevelopment of Cassen Park is consistent with the 2019 Downtown Master Plan.		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** of the Special Exception to allow a Special Exception Redevelopment Plan for full site redevelopment of the Cassen Park and Bait Shop, and grant waivers to building setback requirements and landscaping requirements.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Attachments:	1. 24-196 Cassen Park, SE Redevelopment (P24-0204G) 2. SE, Cassen Park Redevelopment 3. Exhibit A, legal description, Cassen, 1 S. Beach St. 4. Exhibit B, SPRC Comments 5. Exhibit C, Cassen Park Conditions 6. Exhibit D, Site Plans 7. Staff Report_PB-091224_1 S. Beach St. SE Cassen Park_COMBINED(8.5x11) 8. 09.12.2024, Planning Board minutes, Cassen Park, SERP	
Approval:	Kelly McGuire, Finance Director	10/1/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/9/2024
	Joyce Shanahan, City Manager	10/11/2024

RESOLUTION NO. 2024-196

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING CASSEN PARK, LOCATED AT 1 SOUTH BEACH STREET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach, a Florida municipal corporation, the property owner ("Applicant"), has applied for the issuance of a Development Order for a Special Exception Redevelopment Plan to allow for the redevelopment of Cassen Park located at 1 South Beach Street, Ormond Beach, within the Downtown Overlay District, within the SE (Special Environmental) zoning district (the "Property"), and

WHEREAS, the redevelopment plan seeks to re-design the existing park, parking areas, and relocate the existing bait shop on the Property, and

WHEREAS, the relocation of the bait shop will require setback reductions to the Granada Boulevard, Corbin Avenue, and Halifax River setbacks; and will also require landscape waivers, and

WHEREAS, the Applicant has requested reductions to building setbacks along the Granada Boulevard Right-of-Way, Corbin Avenue Right-of-Way, and the waterfront setback along the Halifax River, and

WHEREAS, Section 2-70(m) of the City of Ormond Beach *Land Development Code* ("*Land Development Code*") allows for deviations to be granted on properties located within the Downtown Overlay District through a Special Exception Redevelopment Plan, and

WHEREAS, the said application is in compliance with all other applicable provisions of the *Land Development Code* and the general laws of Florida, and

WHEREAS the Planning Board held a public hearing on September 12, 2024, 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 development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the SE (Special Environmental) zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(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;

(4) The proposed development 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 development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors;

(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 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 Redevelopment Plan

for the redevelopment of Cassen Park, located at 1 South Beach Street, within the Downtown Overlay District, within the SE (Special Environmental) zoning district, on the real property described in the Special Exception Redevelopment Plan, a copy of which is attached hereto and incorporated by reference.

SECTION THREE. The requested reductions to building setbacks along the Granada Boulevard Right-of-Way, Corbin Avenue Right-of-Way, and the waterfront setback along the Halifax River; and the requested landscape waivers, as described and depicted in the Special Exception Redevelopment Plan attached hereto are hereby approved.

SECTION FOUR. A certified copy of this Resolution and the executed original Special Exception Redevelopment Plan Development Order shall be recorded in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	City of Ormond Beach, a Florida municipal corporation
	Application No.	PZ-2024-090
	Project Name:	Cassen Park Redevelopment Plan
	Property Address:	1 South Beach Street, Ormond Beach
	Parcel ID No.:	4215-14-03-0010

SPECIAL EXCEPTION
REDEVELOPMENT PLAN
DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on October 15, 2024, and the City Commission having considered those items as required by Section 1-18 of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the SE (Special Environmental) zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

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;

4. The proposed development 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 development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed development 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 of the City of Ormond Beach, a Florida municipal corporation (the "Applicant"), for the issuance of a Development Order for a Special Exception Redevelopment Plan to allow for the redevelopment of Cassen Park located at 1 South Beach Street, Ormond Beach, within the Downtown Overlay District, within the SE (Special Environmental) zoning district, on that real property described in Exhibit "A" attached hereto and incorporated 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 Redevelopment Plan;

2. The outstanding Site Plan Review Committee comments described in Exhibit "B" shall be satisfied; and

3. Full and complete compliance with the Special Conditions described in Exhibit "C".

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "D".

B. The final plans for the redevelopment of Cassen Park shall be consistent with the plans displayed in Exhibit "D" and all of the conditions listed in Exhibit "C", said exhibits being attached hereto and incorporated herein by reference.

C. No material change shall be made to the final plans for this Special Exception Redevelopment Plan 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 Redevelopment Plan.

D. In the event a Neighborhood Improvement Officer subsequently determines there to be any violation of this Special Exception Redevelopment Plan, such Officer shall promptly present such determination to Special Magistrate for hearing.

E. All site construction activity shall be performed in strict compliance with the terms and conditions of this Special Exception Redevelopment Plan approved for this development project, and of the *Land Development Code.*

F. If this Special Exception Redevelopment Plan is abandoned for a period of six (6) months, a zoning approval for a new use, subject to Special Exception requirements, shall not be issued until the Site Plan Review Committee determines that all of the conditions of Chapter I, Article II, Section 1-14(3)(c) of the *Land Development Code* have been met.

G. In the event a building permit has not been issued within twenty-four (24) months, which date shall be October 15, 2026, then this Special Exception Redevelopment Plan shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3)(a), of the *Land Development Code.* If a building permit is issued on or before October 15, 2026 the project shall be vested.

H. This Special Exception Redevelopment Plan shall be recorded in the public records of Volusia County, Florida, at the expense of the City of Ormond Beach, and shall be binding upon the City of Ormond Beach, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto and incorporated herein by reference. (Parcel ID No.: 4215-14-03-0010)

ORDERED this 15th day of October, 2024.

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT “A”

LEGAL DESCRIPTION (from Boundary, Topographic, Tree & Wetland Survey completed by Florida Licensed Surveyor, Joseph J. Wooldridge with Atlantic Drafting and Surveying, Inc., on 5/6/2024)

PROPERTY DESCR|PT|ON:

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 14 SOUTH, RANGE 32 EAST IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BE|NG LOT A OF R|VER LOT 4 AS SHOWN ON THE PLAT OF ASSESSOR'S SUBD|V|S|ON OF LOTS 1 TO 14 |NCLUS|VE AND RECORDED |N THE PUBL|C RECORDS OF VOLUS|A COUNTY, FLOR|DA |N PLAT BOOK 3 PAGE 124, AND BE|NG LOTS 1 AND 2 OF CORB|NS SUBD|V|S|ON OF PART OF R|VER LOT NO. 5 AND RECORDED |N THE AFORESA|D PUBL|C RECORDS |N PLAT BOOK 4 PAGE 33 AND ALSO BE|NG LOTS BA AND CA OF R|VER LOT 7 OF THE AFORESA|D PLAT OF ASSESSOR'S SUBD|V|S|ON OF LOTS 1 TO 14 |NCLUS|VE AND RECORDED |N SA|D PLAT BOOK 3 PAGE 124 AS RECORDED IN THE AFORESAID PUBLIC RECORDS IN PLAT BOOK 3 PAGE 124.

LOCATION MAP



PARCEL ID:	4215-14-03-0010
OWNER:	CITY OF ORMOND BEACH
APPLICANT:	CITY OF ORMOND BEACH
SPECIAL EXCEPTION ADDRESS:	1 SOUTH BEACH STREET, ORMOND BEACH, FL 32174

Revised Waiver Letter.pdf
Special Exception Exhibits.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
David	Civil- What is the timetable for the pond return to the elevation of the initial storm at 72 hours? What is the recovery of the entire volume for the pond? Provide a chart that presents this information in a condensed format.	08/20/2024 3:22 pm	22138005 OB RAI 8.4.24.pdf	4
Cara Culliver	- Transplant What? Transplant existing 22" Oak to this location, see C5 sheet	08/21/2024 6:42 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	8
Cara Culliver	Cabbage Palm	08/21/2024 6:48 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	Slick Trunks	08/21/2024 6:49 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- 101,495 SF / 1500 = 68 TREES REQUIRED	08/21/2024 6:55 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- Trees & Medjools to be....	08/21/2024 7:00 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- What plan shows these tree numbers?	08/21/2024 7:12 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	- Repeat comment, the spacing for SB, HF, IV2, MC2 needs to be a maximum of 36" inches o.c., please revise.	08/21/2024 7:17 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	PDM are Transplanted palms and shouldn't be keyed out	08/21/2024 7:54 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	56	08/21/2024 7:57 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	127	08/21/2024 7:58 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	162	08/21/2024 7:59 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	85	08/21/2024 8:00 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	Not seeing IV2 keyed out	08/21/2024 8:02 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- The PDM are transplanted Medjools and shouldn't be keyed out, please note they will be transplanted to these locations - There are (3) existing Medjools to be transplanted, where is the other one being relocated?	08/21/2024 8:03 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	8
Cara Culliver	Please key out this Oak tree	08/21/2024 8:05 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	8
Cara Culliver	The keyed out quantity should be 12 and not 1, suggest using 3 gallon SB.	08/21/2024 8:06 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	8
Cara Culliver	- Please check the clouded quantities	08/21/2024 8:10 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	35 Ex. Palms	08/21/2024 8:16 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	4 Prop. Medjools	08/21/2024 8:17 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- A 6' foot tree at 4" caliper, please correct?	08/21/2024 8:23 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	12 Ex. Palms	08/21/2024 8:24 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	Please remove	08/21/2024 8:26 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	.81 Acres = 35,284 SF	08/21/2024 8:28 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	88 REQ.	08/21/2024 8:29 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	OF THE SITE (Sec. 3-04(2)(b)	08/21/2024 8:33 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	Update quantities	08/21/2024 8:37 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10

Cara Culliver	- Repeat comment please graphically show and call out tree barricade around this tree. It's not going to be placed in staging area prior to demolition.	08/21/2024	9:02 pm	05.17.2024 Submittal (signed&seal lost in pdf combination).pdf	5
Cara Culliver	- This information is incorrect, please see City Landscape Architect specimen tree mitigation chart in the "Attachment Folder".	08/21/2024	9:06 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	- Repeat comment, please complete Protected Tree Mitigation Chart and add to this sheet. See City LA protected tree mitigation chart. - Protected tree mitigation is (12) Trees at 2.5" caliper. The specimen tree credit can be used to satisfy this requirement. Please include Protected Trees Mitigation on this sheet and document the specimen tree credit as shown.	08/21/2024	9:07 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	3 Ex. Trees	08/21/2024	9:21 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- This chart has errors. There are only (62) Palms total on this project?	08/21/2024	9:37 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	10" Oaks not there, see C5 notes	08/21/2024	9:41 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	There is no 34" Oak remove from chart	08/21/2024	9:44 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	There is no 18" Oak remove from chart	08/21/2024	9:46 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	CITY STANDARD DETAIL ONLY	08/21/2024	9:54 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	(5) Proposed Oaks at 6" (6 Credits) = 30 Trees	08/22/2024	3:53 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	(4) Proposed Trees 4" (3 Credits) = 12 Trees	08/22/2024	4:00 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	90 Trees	08/22/2024	4:03 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- Suggest removing the majority of the CV2 and only having (4) of the 4" and upsizing the Oaks to 6" as shown.	08/22/2024	4:04 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	Suggest installing an aluminum edging to separate the rock from the mulched planting area.	08/22/2024	4:17 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	9
Cara Culliver	- Graphically show tree barricades around the future transplanted palms.	08/22/2024	4:29 pm	05.17.2024 Submittal (signed&seal lost in pdf combination).pdf	5
Steven Spraker	Thank you for the wetland exhibit. Section 3-21(h)(4) of the Land Development Code requires a 30' upland buffer along the Halifax River. Please revise exhibit and calculations to 30' and detail what mitigation is proposed.	08/27/2024	8:52 am	Buffer Impact Map.pdf	1
Steven Spraker	The fill in the floodplain and compensating storage letter request in under review by the City Engineer. Once a determination is provided, SPRC staff shall forward to the applicant.	08/27/2024	8:56 am	22138 De Minimis Impact Letter.pdf	2
Steven Spraker	Per previous comment. Section 2-50(n)(7) of the Land Development Code requires the use of construction fencing with screening along major roadways. Please show on the site plan the location of the construction fencing. Staff is unable to loacte the fencing on Sheet C5 as referenced in the repsonse comments.	08/27/2024	9:15 am	05.17.2024 Submittal (signed&seal lost in pdf combination).pdf	5
Steven Spraker	Cover Sheet - please provide sheets E.1.1 and E.2.1 as referenced in cover sheet	08/27/2024	9:16 am	05.17.2024 Submittal (signed&seal lost in pdf combination).pdf	1
Sarah.Motes	Planning - I only see construction fencing proposed parallel to SR40. The construction fencing needs to protect the entire site and needs to be clearly shown on the plans.	08/27/2024	3:50 pm	22138 Complete Planset.pdf	5
Sarah.Motes	Planning - It doesn't appear screening on this fence panel has occurred. Please demonstrate how compliance will Section 3-68(5)(b)(3) will be met prior to resubmittal.	08/27/2024	3:53 pm	Colored Elevations - 1.pdf	1

PLAN CORRECTIONS REPORT (SPRC-2024-000034)

Sarah.Motes	Planning - Please add a note that the sign will require a separate permit and shall meet the City's signage standards.	08/27/2024	3:55 pm	Colored Elevations - 1.pdf	1

EXHIBIT "C"

CASSEN PARK, 1 SOUTH BEACH STREET
SPECIAL EXCEPTION REDEVELOPMENT PLAN
SPECIAL CONDITIONS

1. The site plan included in Exhibit "D" is approved and contains a site plan for redevelopment of the bait shop, boat trailer parking, landscaping, and hardscape improvements.
2. The following building setback deviations are granted:
   A. <u>Setback Waiver 1A: Corbin Avenue ROW</u>

   Required Setback: 50 feet

   Requested Setback: 11.52 feet

   Requested Waiver/Variance: 38.48 feet

   B. <u>Setback Waiver 1B: Granada Boulevard ROW</u>

   Required Setback: 50 feet

   Requested Setback: 19.56 feet

   Requested Waiver/Variance: 30.44 feet

   C. <u>Setback Waiver 1C: Waterfront yard</u>

   Required Setback: 50 feet

   Requested Setback: 31.8 feet

   Requested Waiver/Variance: 18.2 feet
3. The waiver to Section 3-05(6) of the Land Development Code which requires landscaping islands within parking areas and requires one (1) island for every ten (10) parking spaces is hereby granted as described in Exhibit "D".

CASSEN PARK REDEVELOMENT

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

OWNER:
CITY OF ORMOND BEACH
22 SOUTH BEACH STREET
ORMOND BEACH, FL 32174
(386) 677-0311
CONTACT PERSON: SHAWN FINLEY, P.E.
e-mail: shawn.finley@ormondbeach.org

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD. SUITE C
ORMOND BEACH, FL 32174
(386) 677-2482
CONTACT PERSON: M. DWIGHT DURANT, P.E.
e-mail: ddurant@zevcohen.com

SURVEYOR:
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FL 32174
(386) 264-8490
CONTACT PERSON: JAY WOOLDRIDGE, PSM
e-mail: ads.inc.fl1@gmail.com

GEOTECHNICAL ENGINEER:
ECS FLORIDA, LLC
2330 SOUTH NOVA ROAD, SUITE A
SOUTH DAYTONA, FL 32119
(386) 944-9588
CONTACT PERSON: MAX KEMNITZ, P.E.
e-mail: mkemnitz@ecslimited.com

LANDSCAPE ARCHITECT:
MARQUIS LATIMER + HALBACK, INC.
34 CORDOVA ST, SUITE A
ST. AUGUSTINE, FL 32084
(904) 540-6940
CONTACT PERSON: JEREMY MARQUIS, RLA
e-mail: jeremy@halback.com

PROJECT DESCRIPTION:

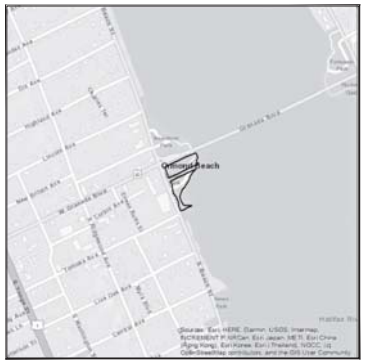
THIS PROJECT INCLUDES THE RECONSTRUCTION OF A PUBLIC PARK THAT INCLUDES PEDESTRIAN AREAS, BOAT TRAILER PARKING, BAIT SHOP, AND RESTROOMS.

SITE INFORMATION:	
SITE ADDRESS:	1 S BEACH ST, ORMOND BEACH, FL 32174
PROJECT AREA:	±2.33 AC
TAX PARCEL I.D. #:	421514030010
EXISTING ZONING:	SE
PROPOSED ZONING:	SE
EXISTING LAND USE:	PARK/BOAT LAUNCH
PROPOSED LAND USE:	PARK/BOAT LAUNCH
EXISTING FUTURE LAND USE:	OS/C
EXISTING BUILDING AREA:	708 SF
PROPOSED BUILDING AREA:	1,162 SF
SETBACKS:	
FRONT:	50 FT
SIDE:	20 FT
REAR:	30 FT
STREET SIDE/CORNER:	50 FT
WATERBODY	50 FT
REQUIRED LANDSCAPE BUFFER(S):	20 FT – ALONG W GRANADA BLVD
	10 FT – ALONG S BEACH ST.
MAXIMUM BUILDING LOT COVERAGE:	35%
MAXIMUM BUILDING HEIGHT	30 FT
UTILITIES:	PROVIDED BY CITY OF ORMOND BEACH

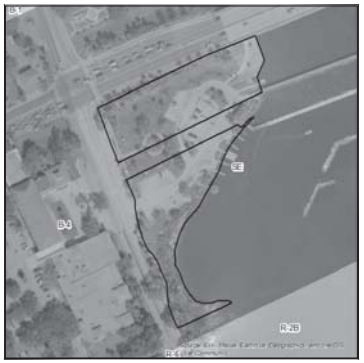
LAND USE TABLE:		
	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	0.25 AC	10.73%
UPLAND AREA	2.08 AC	89.27%
PROPOSED IMPROVEMENTS:		
BUILDING(S)	0.03 AC	1.29%
PAVEMENT & SIDEWALK	1.49 AC	63.95%
LANDSCAPE/OPEN SPACE	0.81 AC	34.76%
EXISTING		
TOTAL PERVIOUS	1.07 AC	45.92%
TOTAL IMPERVIOUS	1.26 AC	54.08%
PROPOSED		
TOTAL PERVIOUS	0.81 AC	34.76%
TOTAL IMPERVIOUS	1.52 AC	65.24%

PARKING CALCULATIONS:	
STANDARD PARKING SPACES PROVIDED:	5
HANDICAP PARKING PROVIDED:	1
BOAT TRAILER PARKING PROVIDED:	37

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



VICINITY MAP
SCALE: 1" = 750'



ZONING MAP
SCALE: 1" = 150'
CURRENT ZONING FOR THIS SITE IS: SE – SPECIAL ENVIRONMENTAL



SOILS MAP
SCALE: 1" = 150'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
0–WATER
6–ASTATULA–URBAN LAND COMPLEX, 0–8% SLOPES



FLOOD ZONE MAP
SCALE: 1" = 150'
THE PROPERTY LIES IN:
FLOOD ZONE X AND AE PER FEMA MAPS 1217C0216K

SHEET INDEX:

C1	COVER SHEET
C2–C4	CONSTRUCTION NOTES
C5	DEMOLITION & EROSION CONTROL PLAN
C6	GEOMETRY, SIGNAGE & STRIPING PLAN
C7	PAVING, GRADING & DRAINAGE PLAN
C8	UTILITY PLAN
C9–C14	CONSTRUCTION DETAILS
AT1	AUTOTURN EXHIBIT
L2.1–L2.6	HARDSCAPE PLAN & DETAILS
L3.0	LANDSCAPE DEMO PLAN
L3.1–L3.4	LANDSCAPE PLAN & DETAILS
L4.1–L4.3	IRRIGATION PLAN & DETAILS
E1.1	ELECTRICAL DETAILS & NOTES
E2.1	DEMOLITION ELECTRICAL PLAN
E3.1	ELECTRICAL & LIGHTING PHOTOMETRIC PLAN

LEGAL DESCRIPTION:

PART OF PLAT OF ASSESSORS SUBDIVISION RIVER LOTS 1 TO 14 INCL. AND CORBINS SUBDIVISION OF PART OF RIVER LOT 5 SECTION 15, TOWNSHIP 14 SOUTH, RANGE 32 EAST ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD. SUITE C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/REVISIONS
1	07-12-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS
2	08-12-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS
3	09-11-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS

CASSEN PARK
REDEVELOPMENT
FINAL ENGINEERING PLANS
COVER SHEET
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22138
DESIGNED BY: SM
DRAFTED BY: SM
CHECKED BY: RH
DRAWING FILE: 01-22138_COV

RANDY M. HUDAK, P.E., NO. 69357
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SHEET: C1 OF 14



NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-12-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS
1	08-07-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS
3	08-14-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS

CASSEN PARK REDEVELOPMENT FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE, & STRIPING PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22138
DESIGNED BY: SM
DRAFTED BY: SM
CHECKED BY: RH
DRAWING FILE: 06-22138_GSS
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

SHEET: C6 OF 14

RANDY M. HUGHES, P.E. NO. 66007
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
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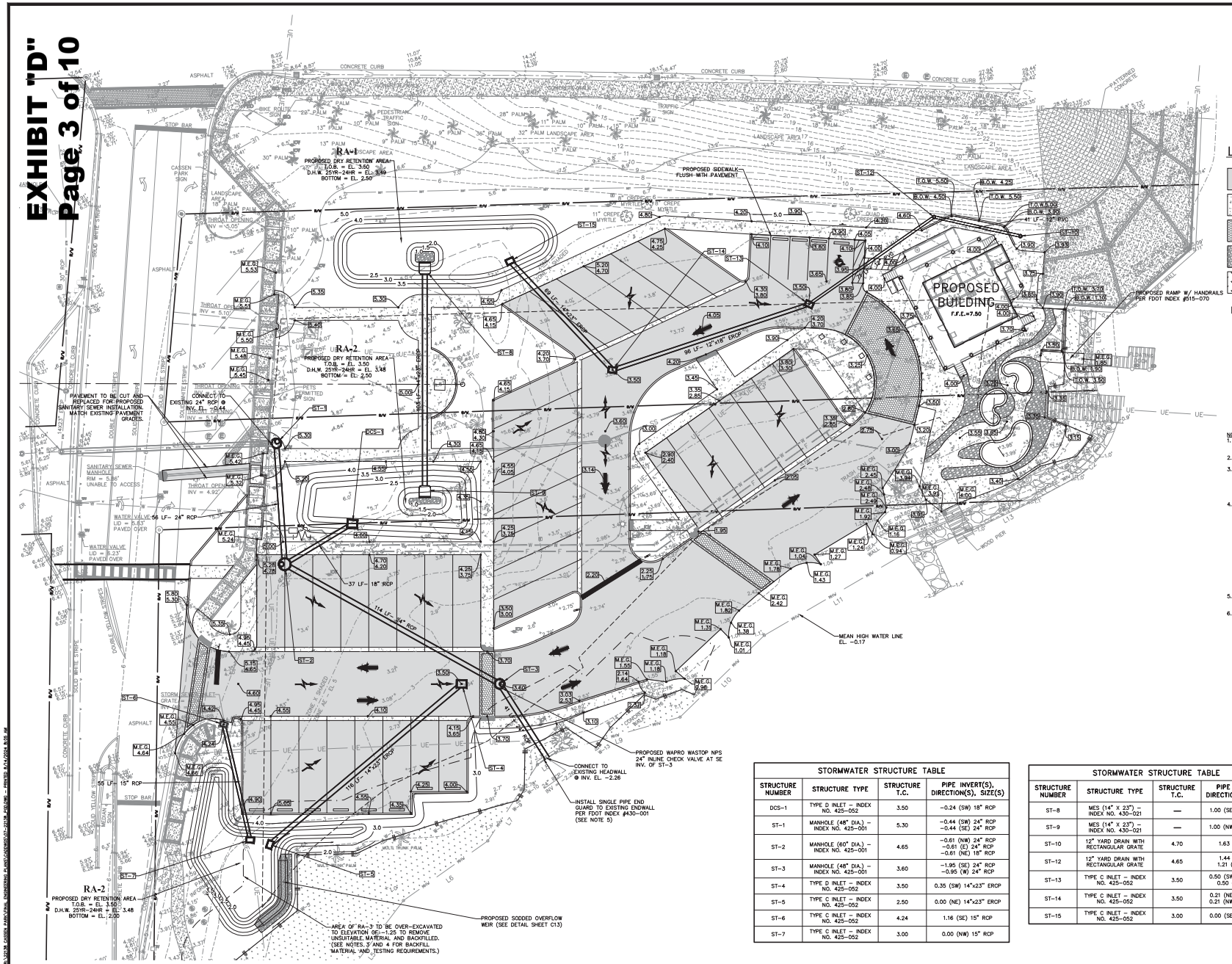

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED DECORATIVE PAVEMENT (SEE HARDSCAPE PLAN)
- PROPOSED DECORATIVE CONCRETE (SEE HARDSCAPE PLAN)
- EXISTING WETLANDS
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- PROPOSED FLOW DIRECTION

NOTES:
1. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
2. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
3. AREA SPECIFIED FOR OVER-EXCAVATION TO BE BACKFILLED WITH CLEAN SANDY MATERIAL WITH A MINIMUM VERTICAL PERMEABILITY RATE OF 14.2 FT/DAY. MATERIAL SUITABILITY TO BE CONFIRMED WITH THE SITE GEOTECHNICAL ENGINEER, ECS FLORIDA LLC.
4. INFILTRATION RATES OF EACH POND ARE TO BE TESTED SUBSEQUENT TO COMPLETION OF GRADING TO CONFIRM THAT THE POST-CONSTRUCTION INFILTRATION RATE IS AT LEAST THE RATE UTILIZED IN THE RECOVERY ANALYSIS PERFORMED BY ECS FLORIDA LLC. TEST SHOULD BE CONDUCTED BY METHOD OF MPD INFILTROMETER OR DOUBLE-RING-INFILTROMETER TESTING IN ACCORDANCE WITH ASTM D8152 OR D3385, RESPECTIVELY. IF THE POST CONSTRUCTION INFILTRATION RATE IS LOWER THAN THE INFILTRATION UTILIZED IN THE RECOVERY ANALYSIS, ECS FLORIDA LLC. SHOULD BE PROVIDED WITH THE TESTED INFILTRATION RATE TO RE-EVALUATE THE POND RECOVERY.
5. CONTRACTOR IS TO INSTALL THE PROPOSED PIPE GUARD ONLY IF ONE IS NOT ALREADY PRESENT.
6. SEE CONSTRUCTION DETAIL SHEET C10 FOR POND TYPICAL CROSS SECTIONS

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCS-1	TYPE D INLET – INDEX NO. 425-052	3.50	-0.24 (SW) 18" RCP
ST-1	MANHOLE (48" DIA.) – INDEX NO. 425-051	5.30	-0.44 (SW) 24" RCP -0.44 (SE) 24" RCP
ST-2	MANHOLE (60" DIA.) – INDEX NO. 425-001	4.65	-0.61 (NW) 24" RCP -0.61 (E) 24" RCP -0.61 (NE) 18" RCP
ST-3	MANHOLE (48" DIA.) – INDEX NO. 425-001	3.60	-1.95 (SE) 24" RCP -0.95 (W) 24" RCP
ST-4	TYPE D INLET – INDEX NO. 425-052	3.50	0.35 (SW) 14"x23" ERCP
ST-5	TYPE C INLET – INDEX NO. 425-052	2.50	0.00 (NE) 14"x23" ERCP
ST-6	TYPE C INLET – INDEX NO. 425-052	4.24	1.16 (SE) 15" RCP
ST-7	TYPE C INLET – INDEX NO. 425-052	3.00	0.00 (NW) 15" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-8	MES (14" X 23") – INDEX NO. 430-021	—	1.00 (SE) 14"x23" ERCP
ST-9	MES (14" X 23") – INDEX NO. 430-021	—	1.00 (NW) 14"x23" ERCP
ST-10	12" YARD DRAIN WITH RECTANGULAR GRATE	4.70	1.63 (W) 12" PVC
ST-12	12" YARD DRAIN WITH RECTANGULAR GRATE	4.65	1.44 (E) 12" PVC 1.21 (SW) 12" PVC
ST-13	TYPE C INLET – INDEX NO. 425-052	3.50	0.50 (SW) 12"x18" ERCP 0.50 (NE) 12" PVC
ST-14	TYPE C INLET – INDEX NO. 425-052	3.50	0.21 (NE) 12"x18" ERCP 0.21 (NW) 14"x23" ERCP
ST-15	TYPE C INLET – INDEX NO. 425-052	3.00	0.00 (SE) 14"x23" ERCP

ZEVCOHEN
& ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
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EB-8196
WWW.ZEVCOHEN.COM

NO.	DATE	BY	SUBMITTALS/REVISIONS
1	06-27-24	RHSM	REVISED PER CITY OF ORMOND BEACH COMMENTS
2	07-30-24	RHSM	REVISED PER CITY OF ORMOND BEACH COMMENTS
3	08-14-24	RHSM	REVISED PER CITY OF ORMOND BEACH COMMENTS

CASSEN PARK REDEVELOPMENT
FINAL ENGINEERING PLANS PAVING, GRADING, & DRAINAGE PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22138
DESIGNED BY: SM
DRAFTED BY: SM
CHECKED BY: RH
DRAWING FILE: 07-22138_PGD
XREFS: XXXXXD.DWG
XREFS: XXXXXD.DWG

RANDY M. HUDAK, P.E., NO. 69287
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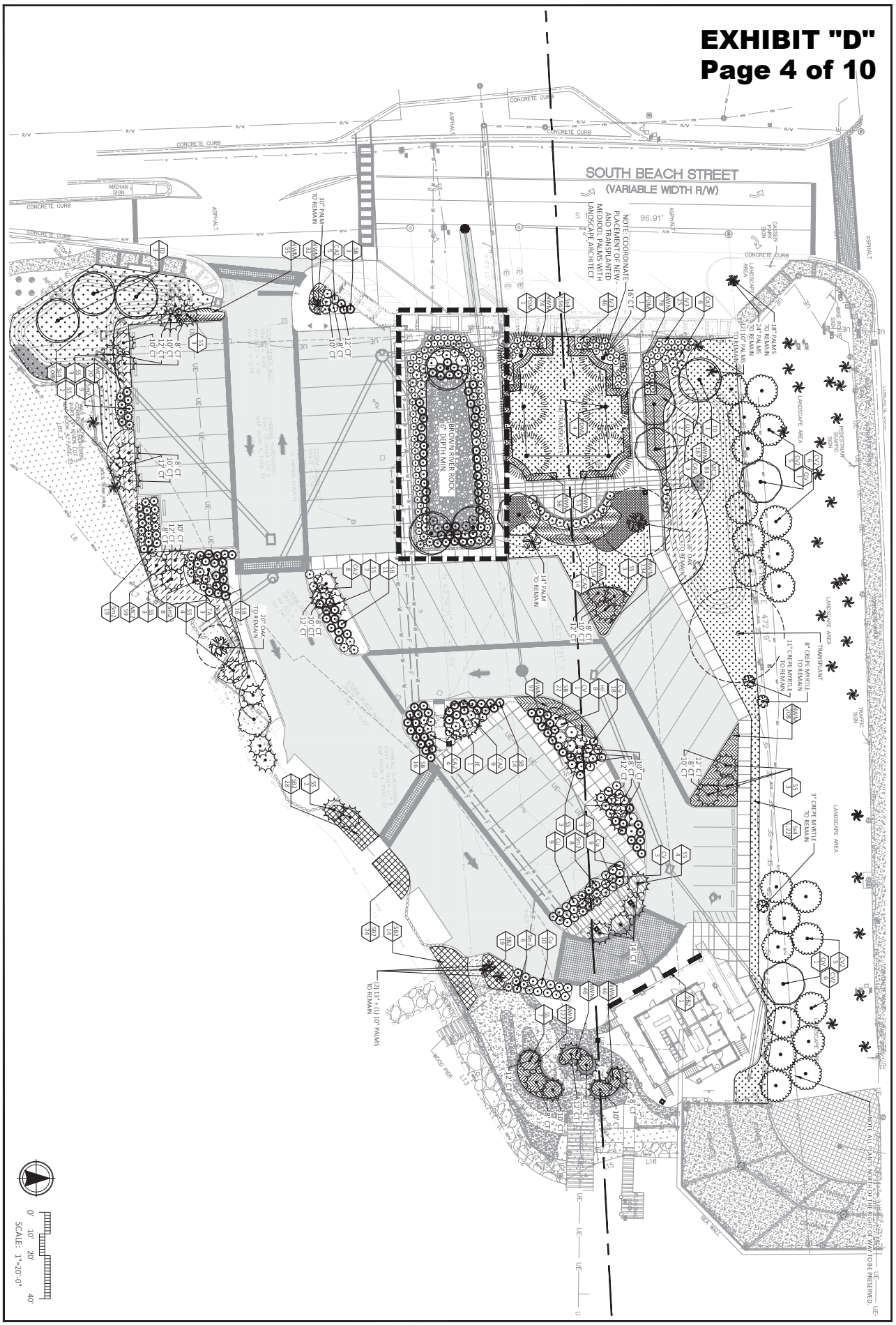
SHEET: C7 OF 14

EXHIBIT "D"
Page 4 of 10



NOT FOR CONSTRUCTION; FOR COORDINATION, REVIEW, AND BIDDING PURPOSES ONLY.

NOT FOR CONSTRUCTION; FOR COORDINATION, REVIEW, AND BIDDING PURPOSES ONLY.

SCALE: 1"=20'-0"
0' 10' 20' 40'

CASSEN PARK

1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174

LANDSCAPE PLAN

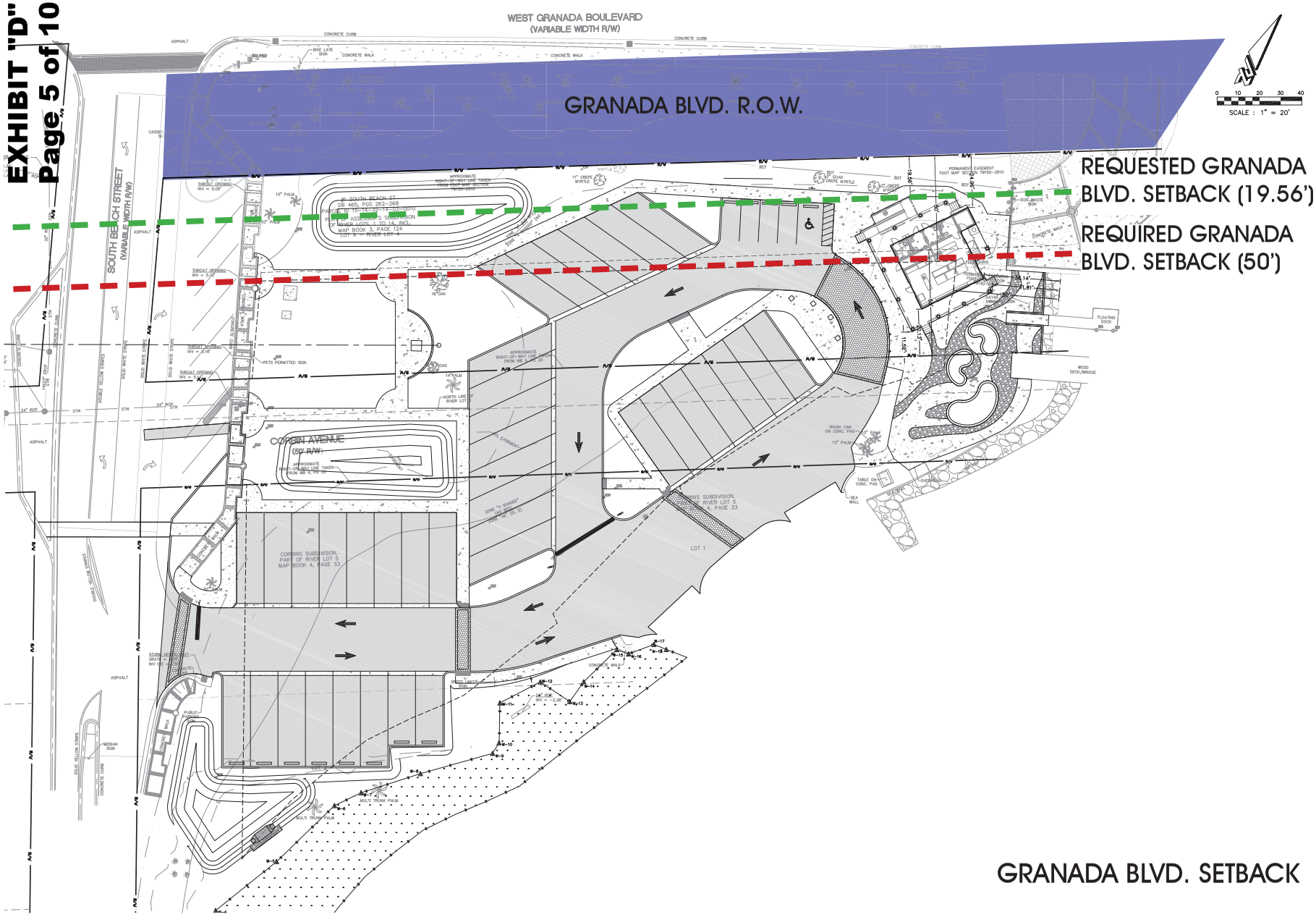
REV	DESCRIPTION	DATE
	100%	07/30/24
	SHS Set	06/18/24
	60% SUBMITTAL	03/14/24
	60% SUBMITTAL	12/15/23

SIZE: ANSI D
ML+H PROJECT #: 23.02.00

DRAWING NO. L-3.1

Marquis Latimer + Halback, Inc.
34 Cordova Street, Suite A
St. Augustine, FL 32084
(904) 217-7171
www.mlhaia.com
LA0001110 Qualifier

LANDSCAPE ARCHITECT OF RECORD
JOHN L. MARQUIS, R.L.A. #6667100



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500 WESTERN AVE., STE. 1
OTTAWA, ILLINOIS 61350
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

CASSEN PARK REDEVELOPMENT FINAL ENGINEERING PLANS R/W SETBACK EXHIBIT

CITY OF XXXXX
XXXXX COUNTY, FLORIDA

PROJECT NO: ZC XXXXX
DESIGNED BY: XXX
DRAFTED BY: XXX
CHECKED BY: XXX
DRAWING FILE: 22138-ROW EXHIBIT
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

XXX
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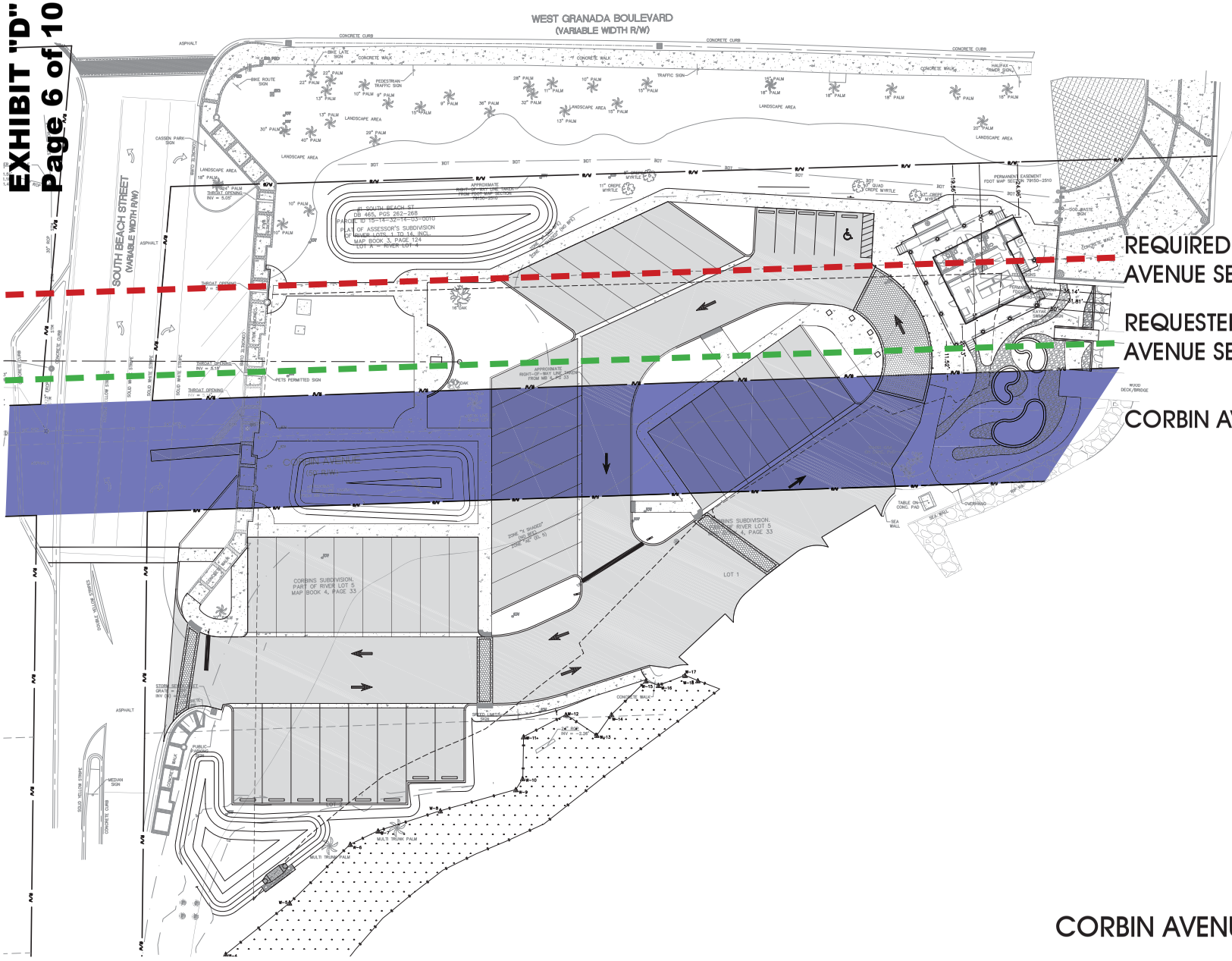

ZEV COHEN & ASSOCIATES, INC.
100 INTRACOASTAL PLACE, STE. C
JUPITER, FLORIDA 33477
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LANDSCAPE ARCHITECTURE
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TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

CASSEN PARK
REDEVELOPMENT
FINAL ENGINEERING PLANS
R/W SETBACK EXHIBIT

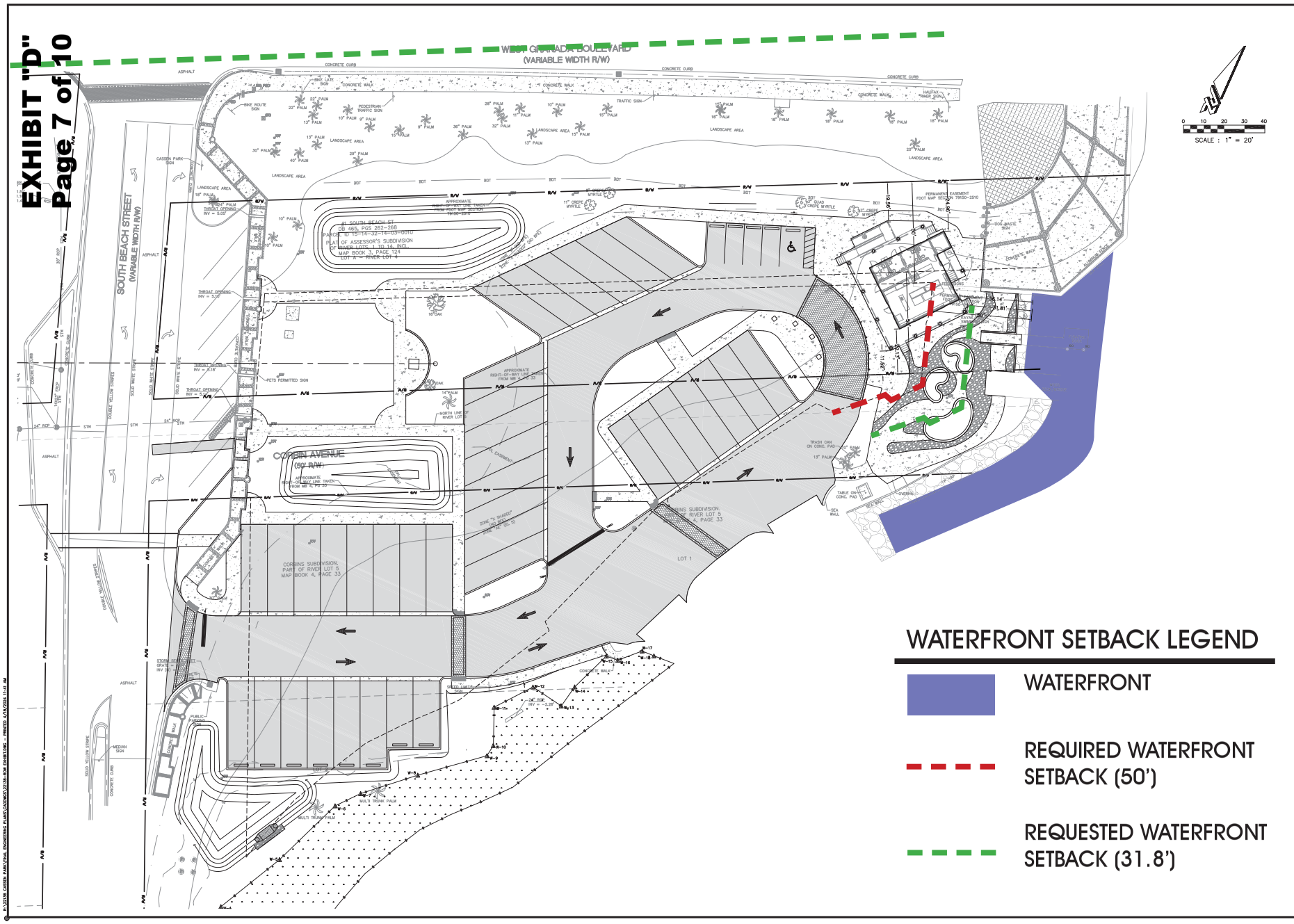
CITY OF XXXXX
XXXXX COUNTY, FLORIDA

PROJECT NO: ZC XXXXX
DESIGNED BY: XXX
DRAFTED BY: XXX
CHECKED BY: XXX
DRAWING FILE: 22130-ROW EXHIBIT
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

XXX
NOT VALID WITHOUT SEAL

SHEET: EX1 OF 1

EXHIBIT "D"
Page 7 of 10



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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

CASSEN PARK REDEVELOPMENT FINAL ENGINEERING PLANS R/W SETBACK EXHIBIT

CITY OF XXXXX
XXXXX COUNTY, FLORIDA

PROJECT NO: ZC XXXXX
DESIGNED BY: XXX
DRAFTED BY: XXX
CHECKED BY: XXX
DRAWING FILE: 22138-ROW EXHIBIT
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

XXX
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SHEET: EX1 OF 1

EXHIBIT "D"
Page 8 of 10

MAP OF BOUNDARY, TOPOGRAPHIC, TREE & WETLAND SURVEY

CASSEN PARK
SECTION 15, TOWNSHIP 14 SOUTH, RANGE 32 EAST
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

SCALE: 1 INCH = 25FEET (0, 20', 40')

VICINITY MAP
(NOT TO SCALE)

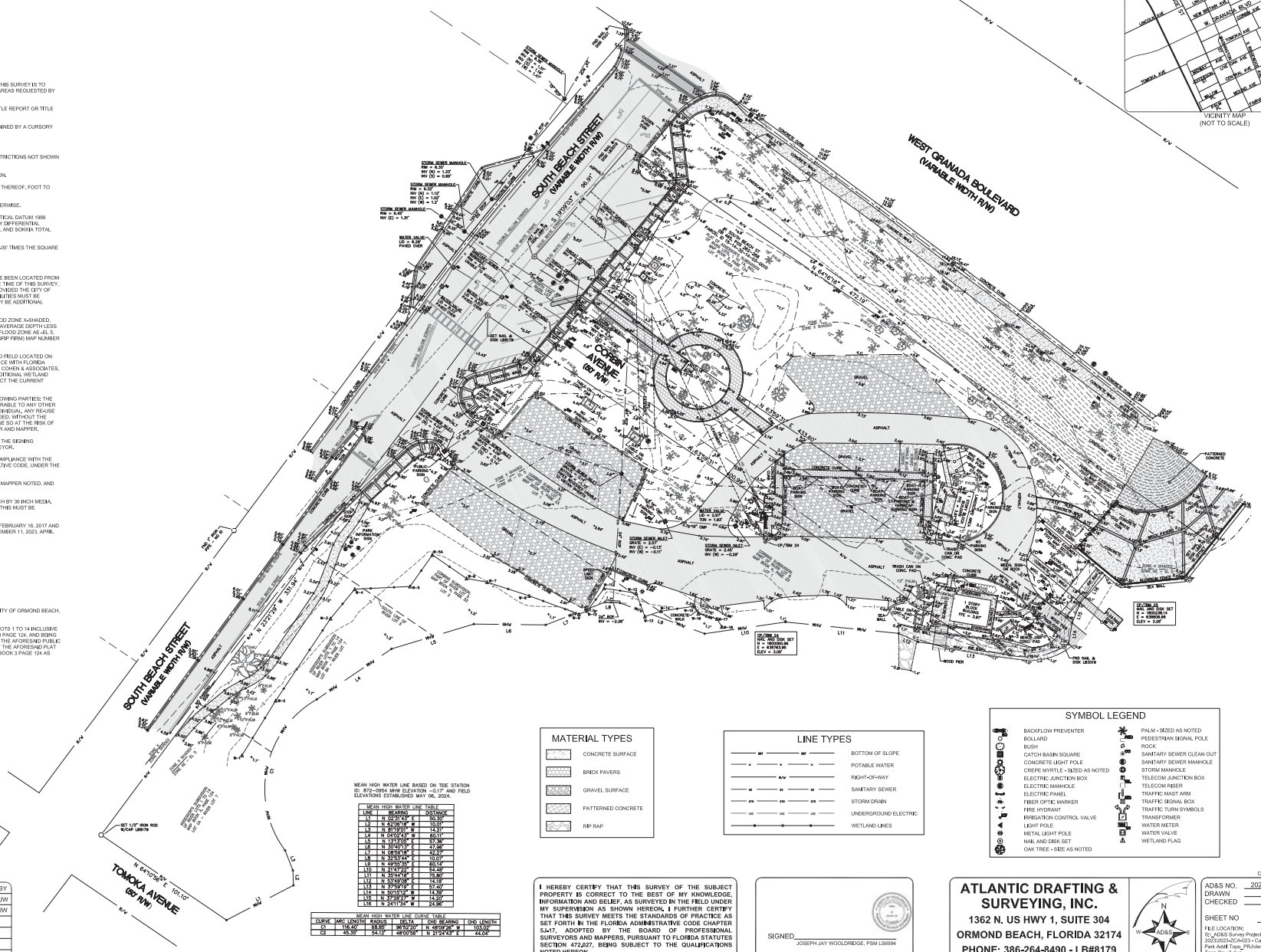
SURVEY NOTES:

1. THIS IS A BOUNDARY, TOPOGRAPHIC, TREE & WETLAND SURVEY, THE PURPOSE OF THIS SURVEY IS TO SHOW EXISTING SITE IMPROVEMENTS, ELEVATIONS, TREES AND WETLANDS IN THE AREAS REQUESTED BY THE CLIENT.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, TITLE REPORT OR TITLE OPINION.
3. EASEMENTS SHOWN HEREON ARE PER THE RECORDED PLAT OR INFORMATION OBTAINED BY A CURSORY SEARCH OF THE PUBLIC RECORDS OF THIS COUNTY.
4. NO INSTRUMENTS OF RECORD WERE PROVIDED TO THIS SURVEYOR.
5. THERE MAY BE ADDITIONAL COVENANTS, EASEMENTS, RESERVATIONS AND/OR, RESTRICTIONS NOT SHOWN ON THIS SURVEY RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THIS SURVEY MAKES NO CLAIMS REGARDING OWNERSHIP OR RIGHTS OF POSSESSION.
7. ALL DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF, FOOT TO METER CONVERSION FORMULA IS 1 US FT = 0.3048006096001 M.
8. ALL STREETS AND RIGHT OF WAYS ARE OPEN AND ACCESSIBLE UNLESS NOTED OTHERWISE.
9. THE ELEVATION OF THE POINTS HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) USING NGS BENCHMARK 872 0954F, PID AQ2638 AND WERE ESTABLISHED BY DIFFERENTIAL LEVELING AND TRIGONOMETRIC LEVELING PROCEDURES USING A LEICA AUTO LEVEL AND SOKKIA TOTAL STATION INSTRUMENTS.
10. THE VERTICAL ERROR OF CLOSURE FOR THIS SURVEY IS LESS THAN OR EQUAL TO 0.05' TIMES THE SQUARE ROOT OF THE BENCH LOOP IN MILES.
11. UNDERGROUND FOUNDATIONS, IF ANY, WERE NOT LOCATED.
12. ANY REFERENCE TO UNDERGROUND UTILITIES THAT ARE SHOWN ON THIS MAP, HAVE BEEN LOCATED FROM VISIBLE EVIDENCE THAT EXISTED AT OR ABOVE THE SURFACE OF THE EARTH AT THE TIME OF THIS SURVEY, FIELD LOCATED UTILITY MARKINGS AND/OR EXTRAPOLATED FROM INFORMATION PROVIDED THE CITY OF ORMOND BEACH. THEREFORE, THE DEPICTED LOCATION OF ANY UNDERGROUND UTILITIES MUST BE CONSIDERED TO BE AN APPROXIMATE LOCATION OF ANY SUCH UTILITIES. THERE MAY BE ADDITIONAL SUB-SURFACE UTILITIES THAT ARE NOT SHOWN HEREON.
13. THIS PROPERTY LIES WITHIN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD, FLOOD ZONE X-SHADED, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, AND FLOOD ZONE AE-EL 5 PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, (NFIP FIRM) MAP NUMBER 12127C0216K, WITH A REVISED DATE OF SEPTEMBER 29, 2017.
14. THE ORIGINAL WETLANDS WERE DELINEATED BY ZEV COHEN & ASSCOIATES, INC AND FIELD LOCATED ON OCTOBER 10, 2016. THOSE WETLANDS WERE STAKED AND REVIEWED BY STEPHEN RICE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND GASTON HAYWORTH WITH ZEV COHEN & ASSOCIATES, INC. ON MAY 02, 2024 AND AN ADDITIONAL WETLAND FLAG WAS DELINEATED. THE ADDITIONAL WETLAND FLAG WAS FIELD LOCATED ON MAY 06, 2024. THE WETLANDS SHOWN HEREON REFLECT THE CURRENT CONDITIONS AND APPROVED WETLAND DELINEATION.
15. THIS SURVEY WAS PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE FOLLOWING PARTIES: THE CITY OF ORMOND BEACH AND AND ZEV COHEN & ASSOCIATES, INC. IS NON-TRANSFERABLE TO ANY OTHER PARTY(IES). THIS SURVEY SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL. ANY RE-USE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH IT WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR AND MAPPER, WILL BE DONE SO AT THE RISK OF THE RE-USING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED SURVEYOR AND MAPPER.
16. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.
17. THIS SURVEY WAS CONDUCTED PER SECTION 472.027 FLORIDA STATUTES AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, UNDER THE RESPONSIBLE CHARGE OF THE SIGNING SURVEYOR NAMED BELOW.
18. THIS SURVEY IS NOT VALID UNLESS SIGNED BY THE PROFESSIONAL SURVEYOR AND MAPPER NOTED, AND EMBOSSED WITH THE SURVEYOR'S SEAL.
19. THIS SURVEY MAP WAS PREPARED AT A SCALE OF 1 INCH EQUALS 30 FEET ON 24 INCH BY 36 INCH MEDIA. THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE BY REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.
20. FIELD WORK FOR THIS SURVEY WAS PERFORMED ON FEBRUARY 17, 2017 THROUGH FEBRUARY 18, 2017 AND JULY 13, 2017 THROUGH JULY 15, 2017, FEBRUARY 23, 2023, FEBRUARY 27, 2023, DECEMBER 11, 2023, APRIL 02, 2024, MAY 03, 2024 AND MAY 06, 2024.

PROPERTY DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 14 SOUTH, RANGE 32 EAST IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING LOT A OF RIVER LOT 4 AS SHOWN ON THE PLAT OF ASSESSOR'S SUBDIVISION OF LOTS 1 TO 14 INCLUSIVE AND RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN PLAT BOOK 3 PAGE 124, AND BEING LOTS 1 AND 2 OF CORBINS SUBDIVISION OF PART OF RIVER LOT NO. 5 AND RECORDED IN THE AFORESAID PUBLIC RECORDS IN PLAT BOOK 4 PAGE 32 AND ALSO BEING LOTS 8A AND CA OF RIVER LOT 7 OF THE AFORESAID PLAT OF ASSESSOR'S SUBDIVISION OF LOTS 1 TO 14 INCLUSIVE AND RECORDED IN SAID PLAT BOOK 3 PAGE 124 AS RECORDED IN THE AFORESAID PUBLIC RECORDS IN PLAT BOOK 3 PAGE 124.



ABBREVIATIONS

BFE	=	BASE FLOOD ELEVATION
CMP	=	CORRUGATED METAL PIPE
CP	=	CONTROL POINT
CONC	=	CONCRETE
DB	=	DEED BOOK
ELEV	=	ELEVATION
ERCP	=	ELLIPTICAL REINFORCED CONCRETE PIPE
FDOT	=	FLORIDA DEPARTMENT OF TRANSPORTATION
FFE	=	FINISHED FLOOR ELEVATION
FPL	=	FLORIDA POWER & LIGHT
INCL.	=	INCLUDED
INV	=	INVERT
MB	=	MAP BOOK
MISC	=	MISCELLANEOUS
NGS	=	NATIONAL GEODETIC SURVEY
PG/PGS	=	PAGE/PAGES
PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
RCP	=	REINFORCED CONCRETE PIPE
TBM	=	TEMPORARY BENCHMARK

MEAN HIGH WATER LINE BASED ON TIDE STATION ID: 872–0954 MHW ELEVATION = 0.17' AND FIELD ELEVATIONS ESTABLISHED MAY 06, 2024.

MEAN HIGH WATER LINE TABLE

LINE	BEARING	DISTANCE
L1	N 50°03'43" E	50.30'
L2	N 62°08'18" W	10.05'
L3	N 81°53'05" W	14.25'
L4	N 04°02'43" W	60.11'
L5	N 11°57'09" E	57.36'
L6	N 30°40'13" E	47.96'
L7	N 08°30'18" E	42.27'
L8	N 37°57'49" E	70.09'
L9	N 49°30'35" E	60.14'
L10	N 21°01'29" E	54.48'
L11	N 35°44'18" E	75.80'
L12	N 53°40'08" E	14.18'
L13	N 37°59'19" E	57.40'
L14	N 50°13'12" W	14.39'
L15	N 37°58'27" W	14.20'
L16	N 24°11'34" W	24.96'

MEAN HIGH WATER LINE CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	116.40'	68.85'	96°52'20"	N 48°09'26" W	103.02'
C2	45.35'	54.13'	48°00'06"	N 21°24'43" E	44.02'

MATERIAL TYPES

- CONCRETE SURFACE
- BRICK PAVERS
- GRAVEL SURFACE
- PATTERNED CONCRETE
- RIP RAP

LINE TYPES

- BOTTOM OF SLOPE
- POTABLE WATER
- RIGHT-OF-WAY
- SANITARY SEWER
- STORM DRAIN
- UNDERGROUND ELECTRIC
- WETLAND LINES

SYMBOL LEGEND

- BACKFLOW PREVENTER
- BOLLARD
- BUSH
- CATCH BASIN SQUARE
- CONCRETE LIGHT POLE
- CREPE MYRTLE - SIZED AS NOTED
- ELECTRIC JUNCTION BOX
- ELECTRIC MANHOLE
- ELECTRIC PANEL
- FIBER OPTIC MARKER
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- METAL LIGHT POLE
- NAIL AND DISK SET
- OAK TREE - SIZE AS NOTED
- PALM - SIZED AS NOTED
- PEDESTRIAN SIGNAL POLE
- ROCK
- SANITARY SEWER CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM MANHOLE
- TELECOM JUNCTION BOX
- TELECOM RISER
- TRAFFIC MAST ARM
- TRAFFIC SIGNAL BOX
- TRAFFIC TURN SYMBOLS
- TRANSFORMER
- WATER METER
- WATER VALVE
- WETLAND FLAG

DATE	REVISION	BY
12-11-2023	ADD MISSING TREES	JJW
05-06-2024	ADD ADDITIONAL WETLAND FLAG	JJW

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, BEING SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

SIGNED_____
JOSEPH JAY WOOLDRIDGE, PSM LS6994
DATE MAY 06, 2024

ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

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AD&S NO. 2023-ZCA-023
DRAWN JEX
CHECKED JJW

SHEET NO 1 OF 1

FILE LOCATION:
S:_AD&S Survey Projects
2023\2023-ZCA-023 - Cassen Park\Cassen Park Addt Tops_PRJ\dwg\2023-ZCA-023 - Topo-Rev-2.dwg

Tuesday, July 30, 2024

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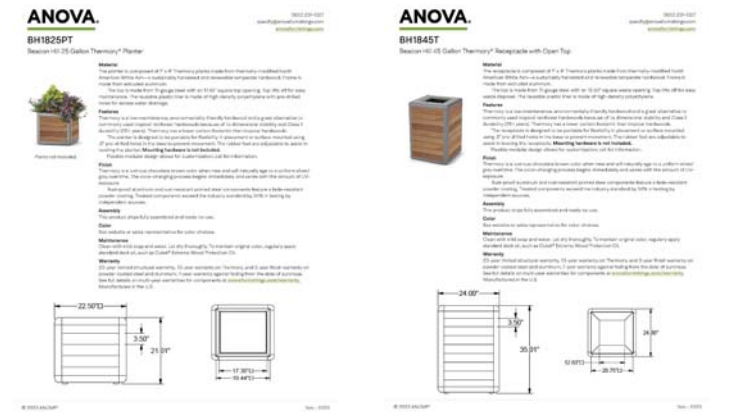
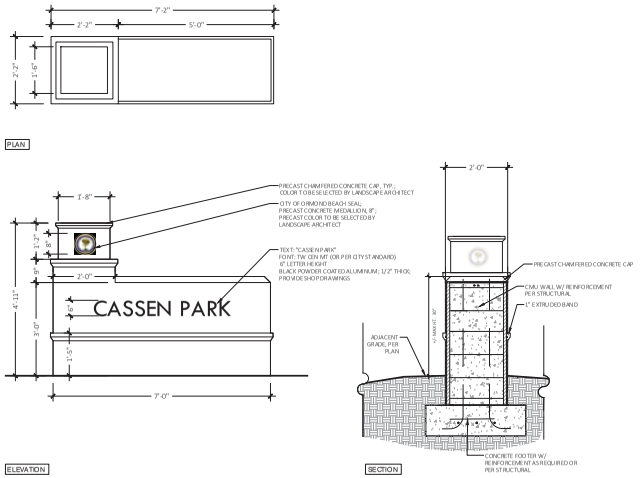


3 25 GAL PLANTER
1" = 1" P-MU-CAS-28

2 45 GAL RECEPTACLE OPEN TOP
1" = 1" P-MU-CAS-27



1 ENTRY SIGN OPTION B
1/2" = 1'-0" P-MU-CAS-23

ML+H
Marquis Latimer + Halback, Inc.
34 Cordova Street, Suite A
St. Augustine, FL 32084
Ph:904.825.6747
www.halback.com
LA6667110 Qualifier

LANDSCAPE ARCHITECT OF RECORD
Jeremy Marquis, PLA (LA6667110)

DRAWN BY: JM/RM/PB/CH/KB/JEG

"Using and altering signatures, sealed signature and seal on drawings, specifications, reports or other documents is a violation of Florida Statutes and Rules of the Board of Architecture and Interior Design and Landscape Architecture. Unauthorized alteration includes, but is not limited to, adding to or deleting from reports, drawings or specifications affixed with the signature and seal of a licensed architect or landscape architect without the consent of the architect or landscape architect who originally affixed his or her signature and seal to the reports, drawings or specifications. Each item that is altered should be signed, sealed and dated by the licensee making the alteration and should indicate what was altered or deleted. It is a violation of Florida Statutes and Rules of the Board of Architecture and Interior Design and Landscape Architecture for a licensee to affix his or her signature and seal to any drawings, specifications, reports or other documents that were not prepared by the licensee or under the licensee's direct supervision and control, except that the licensee may affix his or her signature and seal to drawings, specifications, reports or other documents prepared by employees under the licensee's direct supervision and control to the extent that the work may be reasonably performed by employees. Licensees may also affix their signatures and seals to plans, specifications, reports or documents prepared by others if the licensee reviews the entire plans, specifications, reports or documents and takes responsibility for them, adds to them and makes any changes that are necessary for the licensee to adopt them as his or her own instruments of service. Nothing in this paragraph prevents licensees from affixing their signatures and seals to final documents that have been prepared by others if the licensee reviews the entire documents and takes responsibility for them, adds to them and makes any changes that are necessary for the licensee to adopt them as his or her own instruments of service. Nothing in this paragraph prevents licensees from affixing their signatures and seals to preliminary documents that are not final documents if the licensee reviews the entire preliminary documents and takes responsibility for them, adds to them and makes any changes that are necessary for the licensee to adopt them as his or her own preliminary instruments of service. A violation of this paragraph is a ground for disciplinary action against the licensee."



CASSEN PARK
1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174
HARDSCAPE DETAILS

REV	DESCRIPTION	DATE
	100%	07/30/24
	S+S Set	05/15/24
	90% SUBMITTAL	03/14/24
	60% SUBMITTAL	12/15/23

SIZE: ANSI D
PRIME PROJECT #:
ML+H PROJECT #: 23.02.00

DRAWING NO.
L-2.5



1 A3.0 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 A3.0 WEST ELEVATION
SCALE: 1/4" = 1'-0"



3 A3.0 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



4 A3.0 EAST ELEVATION
SCALE: 1/4" = 1'-0"

CONTEMPORARY MEDITERRANEAN STYLE

O.B.F.L. LDC SEC.3-4.4 ARCHITECTURAL STYLE
MATCHING EXISTING CITY HALL STYLE/ COLORS

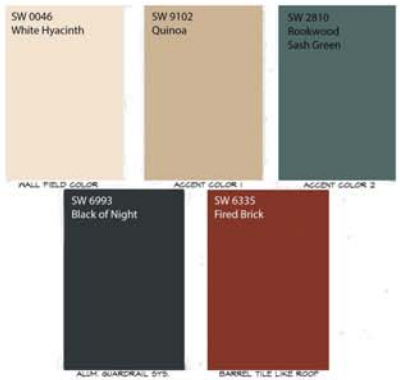
DESIGN ATTRIBUTES

REQUIRED:

ATTRIBUTE #1	LOW PITCH HIP OR GABLED ROOFS 5/12 ROOF PITCH USED
ATTRIBUTE #2	ARCHES WITH COLUMNS COLUMNS WITH FLAT BEAMS AT PORCHES ALL (4) ELEVATIONS
ATTRIBUTE #3	DECORATIVE AWNINGS ALL WINDOWS UNDER LARGE PORCHES
ATTRIBUTE #4	BARREL CLAY TILE ROOF TERRACOTTA STONE COATED METAL VILLA TILE ROOF SYS. DECRA VILLA TILE OR EQUAL

OPTIONAL:

ATTRIBUTE #5	DECORATIVE WALL TILE DETAILING NOT UTILIZED
ATTRIBUTE #6	BLACK WROUGHT IRON RAILING PREFINISHED BLACK ALUM. RAILING SYS.
ATTRIBUTE #7	STUCCO SURFACE ON CMU WALLS SMOOTH FINISHED STUCCO UTILIZED
ATTRIBUTE #8	ARCHED WINDOWS WITH BALCONIES NOT UTILIZED
ATTRIBUTE #9	ARCADES NOT UTILIZED
ATTRIBUTE #10	CERAMIC TILE PAVING ACCENT BANDS IN PORCH SLABS



EXTERIOR BUILDING COLOR SCHEDULE

MATCHING EXISTING CITY HALL STYLE/ COLORS
COLORS SELECTED FROM SHERWIN WILLIAMS PAINT COLLECTION

BLDG. ELEMENT	COLOR SPECIED
MAIN EXT. WALLS FIELD WALL COLOR	COLOR SW 0046 WHITE HYACINTH (OFF WHITE)
ACCENT COLOR	SW 9102 QUINOA (SAND STONE)
PORCH COLUMNS FIELD COLOR	COLOR SW 0046 WHITE HYACINTH (OFF WHITE)
ACCENT COLOR 1	SW 9102 QUINOA (SAND STONE) SW 2810 ROOKWOOD SASH GREEN (MATT CITY HALL GREEN)
BASE OF WALLS/ COLUMNS ACCENT COLOR 1	COLOR SW 9102 QUINOA (SAND STONE)
PORCH GUARDRAIL SYS PREFINISHED ALUM SYS.	COLOR SW 6993 BLACK OF NIGHT (WROUGHT IRON)
STOREFRONT DOORS WINDOW FRAMES PRE-FINISHED ALUM. SYS.	COLOR SW 2810 ROOKWOOD SASH GREEN (MATT CITY HALL GREEN)
FASCIAS/ SOFFITS FIELD COLOR	COLOR SW 0046 WHITE HYACINTH (OFF WHITE)
BARREL TILE LIKE ROOF	COLOR SW 6335 FIRED BRICK (TERRACOTTA)

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-8163
FAX (386)257-5650
AA-C000925

CASSEN PARK IMPROVEMENTS
RESTROOM/BAIT HOUSE FACILITY
CITY OF ORMOND BEACH, FL.

NO.	REVISION/ SUBMISSIONS	DATE

SHT. TITLE: EXTERIOR ELEVATIONS
SEAL:
JOHN E. HALL AR0010727
COMMISSION NO.: 2014
PROJECT ARCH: JH
DRAWN: JB
CHECKED: JH
DATE: 14-JUNE-2024
SCALE:
SHEET NO.: A3.0

PLANNING BOARD
STAFF REPORT
1 South Beach Street, Special Exception
Project Number: PZ-2024-000090

PLANNING BOARD DATE:	September 12, 2024
TENTATIVE CITY COMMISSION DATE:	October 15, 2024 (only one hearing)
APPLICANT:	City of Ormond Beach
LOCATION:	1 South Beach Street
REQUEST:	Special Exception Redevelopment Plan, Cassen Park
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Sarah Motes, Senior Planner
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION: This is an administrative request for a Special Exception Redevelopment Plan for Cassen Park. Section 2-70 (m) of the Land Development Code allows site redevelopment for a project located in the Downtown Overlay District that cannot meet Land Development Code (LDC) standards due to nonconformance or other site constraints. The applicant is requesting two waivers as part of this Special Exception application, **1)** a waiver for minimum building setbacks to Granada Boulevard, Corbin Avenue, and the waterfront yard along the Halifax River, and **2)** landscaping island requirements.

SECTION 2, BACKGROUND: The subject property is located in the Downtown Overlay District at the southeast corner of South Beach Street and Granada Boulevard. The existing Cassen Park and Bait Shop is currently under review for redevelopment. The redevelopment plan includes relocating the bait shop further from the water, restroom renovations, native landscaping improvements, opportunities for public art, improvements to the veteran's memorial, and reconfiguration of parking spaces and walkways. Section 2-70(m) of the Land Development Code states:

> Section 2-70(m) *Redevelopment Plan:* Where a project within a non-residential zoning district in the Downtown Overlay District cannot meet the standards of this section or the Land Development Code based on prevalence of nonconforming lots or at an applicant's option, these requirements may be waived through a city commission monitored process as a Special Exception or Planned Development aimed at producing development having design compatibility, meeting required parking to the maximum extent feasible, and achieving a high level of aesthetic appeal through a combination of innovative architecture, landscaping and hardscape materials. The Redevelopment Plan shall demonstrate compliance with the 2019 Downtown Master Plan update.

Attachment 3 includes excerpts from the Downtown Master Plan update. The Master Plan envisioned the redevelopment and reinvestment into Cassen Park as part of the Four Corners park system.

Below is a summary of the project history.

- On December 6, 2022, the City Commission authorized a contract with Zev Cohen & Associates (ZCA) to prepare plans and bid specifications for the redevelopment of Cassen Park.
- On October 4, 2023, and April 2, 2024, the City Commission held workshops to discuss a conceptual plan and progress of the park redevelopment completed by Zev Cohen and Associates, and Marquis Latimer and Halback.
- The formal redevelopment application was submitted to the Site Plan Review Committee (SPRC) on May 16, 2024. The project is still under review by the SPRC team and all outstanding comments will be resolved prior to issuance of any building permits.
- On August 20, 2024, the Commission approved an intent to bid for the construction of the redesign of Cassen Park. The bid is anticipated to be awarded at the November 6, 2024, City Commission hearing.

- Redevelopment of Cassen Park and the Bait Shop will be consistent with the 2019 Downtown Master Plan which had focus on the bridge and four corners parks.
- Funding for the project is made possible through the Community Redevelopment Area (CRA) funds.

SECTION 3, ANALYSIS: The subject property is designated as "Open Space/Conservation" on the City's Future Land Use Map (FLUM), and is classified as SE (Special Environmental) on the City's Official Zoning Map. The following table shows the surrounding land uses and zoning:

EXHIBIT 1: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Bailey Riverbridge Gardens Park	"Open Space/Conservation"	SE (Special Environmental)
South	Single-Family Residential	"Open Space/Conservation"	R-2 (Single-Family Low Density)
East	Halifax River	N/A	N/A
West	City Hall and Public Library	"Public/Institutional"	B-4 (Central Business)

The use is the existing Cassen Park and Bait Shop. The Special Exception proposes full site redevelopment including relocating the bait shop further from the water, improving the existing restrooms, native landscaping improvements, and reconfiguration of parking spaces and walkways. Due to existing site conditions and the dimensional standards of the zoning district and Land Development Code, the applicant has requested waivers to building setback standards and landscape island standards.

Waiver 1: Building Setbacks

The subject property is located in the SE, Special Environmental zoning district and is subjected to a 50-foot front yard setback, a 50-foot street/side corner yard setback, and a 50-foot waterfront yard setback. The Corbin Avenue right-of-way (ROW) currently extends from South Beach Street through the parcel and ends at the waterfront. This is a 50-foot ROW that was platted with the Corbin's subdivision in 1908. The ROW was never formally vacated with the original development of Cassen Park and the new proposed bait shop is subject to the 50-foot front yard setback from the Corbin Avenue ROW. It is important to note that the applicant has coordinated with all major utility providers to verify there are no utility interests in the existing ROW within the park limits and has submitted a formal application to vacate the 50-foot ROW within Cassen Park. This is a separate public hearing process that will be heard before the City Commission for a final determination, and will run concurrently with the Special Exception application. The applicant is still requesting a setback waiver to the Corbin Avenue right-of-way as to not delay the project timeline.

The requested setbacks are as follows:

Setback Waiver 1A: Corbin Avenue ROW

Required Setback: 50 feet

Requested Setback: 11.52 feet

Requested Waiver/Variance: 38.48 feet

Setback Waiver 1B: Granada Boulevard ROW

Required Setback: 50 feet

Requested Setback: 19.56 feet

Requested Waiver/Variance: 30.44 feet

Setback Waiver 1C: Waterfront yard

Required Setback: 50 feet

Requested Setback: 31.8 feet

Requested Waiver/Variance: 18.2 feet

Due to the existing site conditions and constraints that the building is subjected to with the site redevelopment, staff supports these waiver requests as the proposed location of the new bait shop and restrooms will be the most practical location.

Waiver 2: Landscape Island Standards

Section 3-05(6) of the Land Development Code regulates landscaping islands within parking areas and requires one (1) island for every ten (10) parking spaces. Based on the written letter of explanation provided with the application, the applicant is proposing to eliminate the landscape island adjacent to the handicap parking stalls as well as the building perimeter landscape. The letter states this waiver is requested to help preserve the valuable parking spaces within the park and to eliminate the overall reduction in both boat and car parking spaces. The City's Landscape Architect is aware of this waiver request and working with the applicant to provide alternative landscaping options to counteract these waivers. The proposed landscaping for the park redesign will incorporate native plantings, except for the four proposed Medjool palms and the three existing will be relocated to key focal point areas. This would achieve the City's goals of providing native landscaping on city projects. Staff supports this waiver request and understands the need to maintain critical parking areas within the park.

It is important to note that all outstanding Site Plan Review Committee (SPRC) comments shall be resolved prior to issuance of any building permits and are attached as ATTACHMENT 1 at the end of the staff report.

SECTION 4, SPECIAL EXCEPTION CRITERIA: Section 2-56 of the Land Development Code outlines the general criteria for all Conditional and Special Exception approvals:

A. ***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 proposed Special Exception would not have an impact to the overall provision of approved parking. The applicant is working to provide modifications to the parking area to increase boat trailer parking and improve vehicle parking areas. The goal of the redevelopment would be to alleviate existing parking constraints and provide safer traffic flow on-site as to ensure there are no adverse impacts on adjoining properties.

B. ***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 Land Development Code.***

The subject property is located in the Downtown Overlay District and qualifies for site redevelopment through a Special Exception process. This process allows for nonconforming or constrained sites to be redeveloped with the ability to ask for waivers to reduce required yards, buffering, and landscaping. The applicant has asked for three waivers to building setback reductions along Granada Boulevard, Corbin Avenue, and waterfront yards. The applicant has also asked for waivers to landscaping requirements including a landscaping island adjacent to handicap parking areas and building perimeter landscaping.

C. ***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.***

This is a Special Exception to allow redevelopment of the Cassen Park and Bait Shop. There have been no other Special Exceptions applied to the property or adjacent properties and the site improvements are anticipated to help maintain the overall characteristic of the district and ensure consistency with the 2019 Downtown Master Plan.

D. ***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 requested Special Exception to allow redevelopment of the park would be to assure compatibility with the existing and proposed uses in the surrounding area. The existing park serves as a public benefit and recreational destination, and development would ensure this park would continue to function as such.

E. ***The conditional or 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 will not generate hazardous waste.

F. ***All development proposed as a conditional 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 project is not located within, or adjacent to, a historic district and this criterion does not apply to the project development.

G. ***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) footcandles at the property line.***

Part of the site redevelopment is to provide a photometric plan which has been included with ATTACHMENT 4. All proposed lighting shall comply with the City's Land Development Code lighting requirements.

SECTION 5, DEVELOPMENT ORDER CRITERIA: Section 1-15(e) (Planning Board) and Section 1-18(e)(2) (City Commission) of the Land Development Code provides development order criteria for Special Exception applications.

1. **The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed development conforms to the standards and requirements of the Land Development Code with the exception of the waivers requested to certain Land Development Code requirements as part of the redevelopment plan. The proposed redevelopment plan will not create undue crowding or adversely affect 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 "Open Space/Conservation", which the purpose is to include public areas used for passive recreation. The proposed Special Exception Redevelopment Plan is consistent with the Comprehensive Plan and land use.

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 Special Exception Redevelopment Plan seeks to redevelop the park for public use will not adversely impact environmentally sensitive lands or natural resources. Redevelopment will require filling in the floodplain and some wetland buffer impacts.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The proposed Special Exception Redevelopment Plan application is to allow redevelopment of the park and bait shop. The existing park serves as a public benefit and recreational destination, and redevelopment would not create a nuisance or negatively impact the adjoining properties or surrounding neighborhood.

5. **There are adequate public facilities to serve the development, including, but not limited to roads, sidewalks, bikepaths, 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. Redesign of the public park would increase walkability and safety within the park.

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 Redevelopment Plan is for redevelopment of the park and bait shop. Redesign of the public park would increase walkability, traffic flow, and safety within the park.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The proposed redevelopment of Cassen park and the bait shop will maximize the functional use of the site and be aesthetically pleasing to the surrounding community.

8. **The proposed development provides for the safety of occupants and visitors.**

   The redevelopment of the public park would increase walkability, traffic flow, and safety within the park for citizens and visitors.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The proposed redevelopment of Cassen park and the bait shop will meet with City's architectural design standards outlined in Section 3-67 of the Land Development Code and will not negatively impact the aesthetics of the surrounding area.

10. **The testimony provided at public hearings.**

    This application has not been reviewed in a public forum and no testimony has been provided. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 6, RECOMMENDATION: It is expected that the application will be reviewed by the City Commission on October 15, 2024. It is recommended that the Planning Board **APPROVE** the application to allow a Special Exception Redevelopment Plan for full site redevelopment of the Cassen Park and Bait Shop, and grant waivers to building setback requirements and landscaping requirements. The Redevelopment Plan is consistent with the 2019 Downtown Master Plan.

Attachments:

Attachment 1: SPRC outstanding comments
Attachment 2: Site maps
Attachment 3: Excerpts from 2019 Downtown Master Plan
Attachment 4: Applicant submitted information

Attachment 1:

SPRC Outstanding Comments

Revised Waiver Letter.pdf
Special Exception Exhibits.pdf

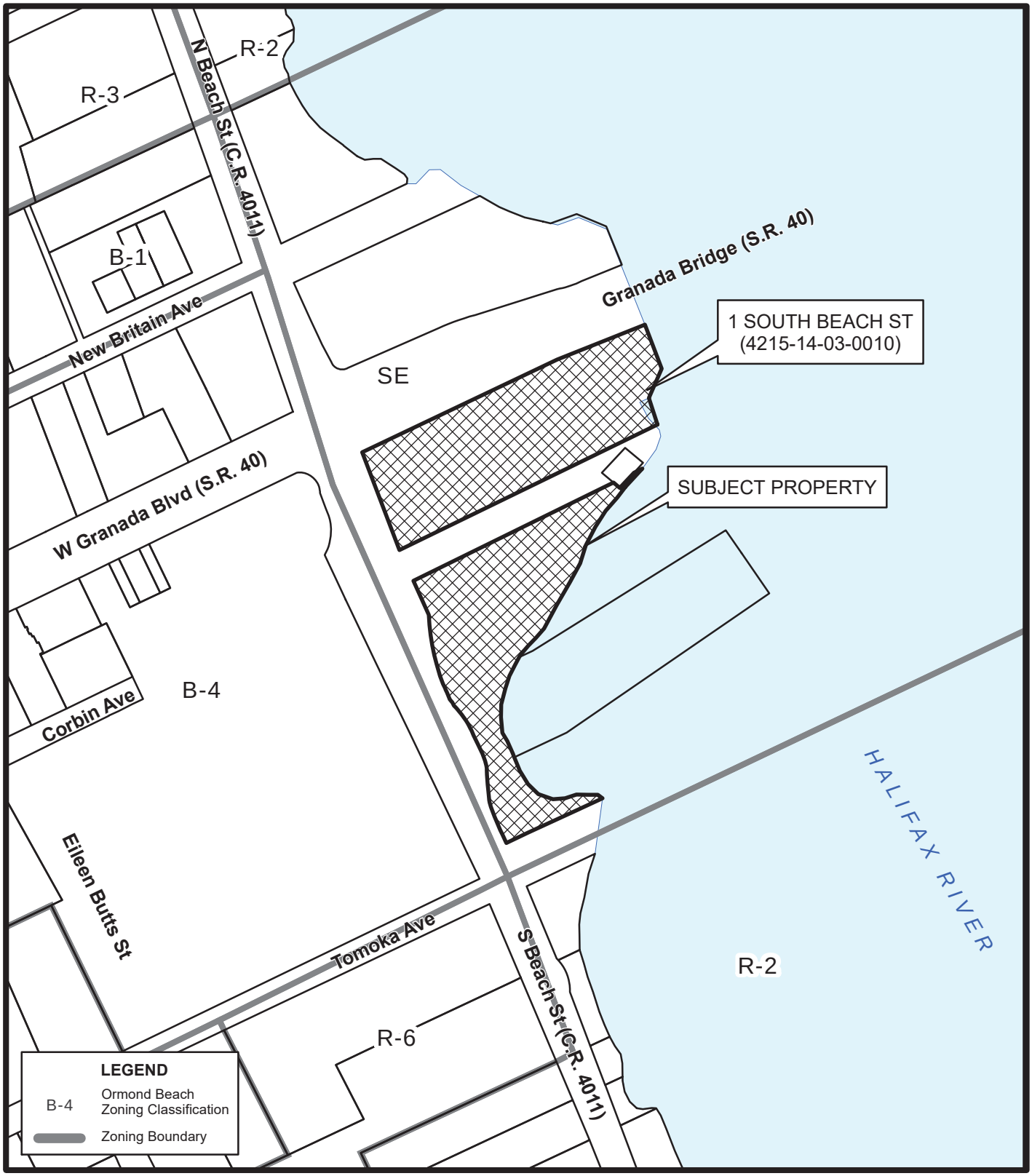
REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
David	Civil- What is the timetable for the pond return to the elevation of the initial storm at 72 hours? What is the recovery of the entire volume for the pond? Provide a chart that presents this information in a condensed format.	08/20/2024 3:22 pm	22138005 OB RAI 8.4.24.pdf	4
Cara Culliver	- Transplant What? Transplant existing 22" Oak to this location, see C5 sheet	08/21/2024 6:42 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	8
Cara Culliver	Cabbage Palm	08/21/2024 6:48 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	Slick Trunks	08/21/2024 6:49 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- 101,495 SF / 1500 = 68 TREES REQUIRED	08/21/2024 6:55 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- Trees & Medjools to be....	08/21/2024 7:00 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- What plan shows these tree numbers?	08/21/2024 7:12 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	- Repeat comment, the spacing for SB, HF, IV2, MC2 needs to be a maximum of 36" inches o.c., please revise.	08/21/2024 7:17 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	PDM are Transplanted palms and shouldn't be keyed out	08/21/2024 7:54 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	56	08/21/2024 7:57 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	127	08/21/2024 7:58 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	162	08/21/2024 7:59 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	85	08/21/2024 8:00 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	Not seeing IV2 keyed out	08/21/2024 8:02 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- The PDM are transplanted Medjools and shouldn't be keyed out, please note they will be transplanted to these locations - There are (3) existing Medjools to be transplanted, where is the other one being relocated?	08/21/2024 8:03 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	8
Cara Culliver	Please key out this Oak tree	08/21/2024 8:05 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	8
Cara Culliver	The keyed out quantity should be 12 and not 1, suggest using 3 gallon SB.	08/21/2024 8:06 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	8
Cara Culliver	- Please check the clouded quantities	08/21/2024 8:10 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	35 Ex. Palms	08/21/2024 8:16 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	4 Prop. Medjools	08/21/2024 8:17 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- A 6' foot tree at 4" caliper, please correct?	08/21/2024 8:23 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	12 Ex. Palms	08/21/2024 8:24 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	Please remove	08/21/2024 8:26 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	.81 Acres = 35,284 SF	08/21/2024 8:28 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	88 REQ.	08/21/2024 8:29 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	OF THE SITE (Sec. 3-04(2)(b)	08/21/2024 8:33 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	Update quantities	08/21/2024 8:37 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10

Cara Culliver	- Repeat comment please graphically show and call out tree barricade around this tree. It's not going to be placed in staging area prior to demolition.	08/21/2024	9:02 pm	05.17.2024 Submittal (signed&seal lost in pdf combination).pdf	5
Cara Culliver	- This information is incorrect, please see City Landscape Architect specimen tree mitigation chart in the "Attachment Folder".	08/21/2024	9:06 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	- Repeat comment, please complete Protected Tree Mitigation Chart and add to this sheet. See City LA protected tree mitigation chart. - Protected tree mitigation is (12) Trees at 2.5" caliper. The specimen tree credit can be used to satisfy this requirement. Please include Protected Trees Mitigation on this sheet and document the specimen tree credit as shown.	08/21/2024	9:07 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	3 Ex. Trees	08/21/2024	9:21 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- This chart has errors. There are only (62) Palms total on this project?	08/21/2024	9:37 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	10" Oaks not there, see C5 notes	08/21/2024	9:41 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	There is no 34" Oak remove from chart	08/21/2024	9:44 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	There is no 18" Oak remove from chart	08/21/2024	9:46 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	CITY STANDARD DETAIL ONLY	08/21/2024	9:54 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	11
Cara Culliver	(5) Proposed Oaks at 6" (6 Credits) = 30 Trees	08/22/2024	3:53 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	(4) Proposed Trees 4" (3 Credits) = 12 Trees	08/22/2024	4:00 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	90 Trees	08/22/2024	4:03 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	- Suggest removing the majority of the CV2 and only having (4) of the 4" and upsizing the Oaks to 6" as shown.	08/22/2024	4:04 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	10
Cara Culliver	Suggest installing an aluminum edging to separate the rock from the mulched planting area.	08/22/2024	4:17 pm	23.02.0_CassenPark_100PerCDs-Landscape-071224signed.pdf	9
Cara Culliver	- Graphically show tree barricades around the future transplanted palms.	08/22/2024	4:29 pm	05.17.2024 Submittal (signed&seal lost in pdf combination).pdf	5
Steven Spraker	Thank you for the wetland exhibit. Section 3-21(h)(4) of the Land Development Code requires a 30' upland buffer along the Halifax River. Please revise exhibit and calculations to 30' and detail what mitigation is proposed.	08/27/2024	8:52 am	Buffer Impact Map.pdf	1
Steven Spraker	The fill in the floodplain and compensating storage letter request in under review by the City Engineer. Once a determination is provided, SPRC staff shall forward to the applicant.	08/27/2024	8:56 am	22138 De Minimis Impact Letter.pdf	2
Steven Spraker	Per previous comment. Section 2-50(n)(7) of the Land Development Code requires the use of construction fencing with screening along major roadways. Please show on the site plan the location of the construction fencing. Staff is unable to loacte the fencing on Sheet C5 as referenced in the repsonse comments.	08/27/2024	9:15 am	05.17.2024 Submittal (signed&seal lost in pdf combination).pdf	5
Steven Spraker	Cover Sheet - please provide sheets E.1.1 and E.2.1 as referenced in cover sheet	08/27/2024	9:16 am	05.17.2024 Submittal (signed&seal lost in pdf combination).pdf	1
Sarah.Motes	Planning - I only see construction fencing proposed parallel to SR40. The construction fencing needs to protect the entire site and needs to be clearly shown on the plans.	08/27/2024	3:50 pm	22138 Complete Planset.pdf	5
Sarah.Motes	Planning - It doesn't appear screening on this fence panel has occurred. Please demonstrate how compliance will Section 3-68(5)(b)(3) will be met prior to resubmittal.	08/27/2024	3:53 pm	Colored Elevations - 1.pdf	1

Sarah.Motes	Planning - Please add a note that the sign will require a separate permit and shall meet the City's signage standards.	08/27/2024	3:55 pm	Colored Elevations - 1.pdf	1

Attachment 2:

Site maps



ZONING MAP
1 SOUTH BEACH STREET (CASSEN PARK)
(4215-14-03-0010)

Prepared By: City of Ormond Beach
G.I.S. Department - June 11, 2024

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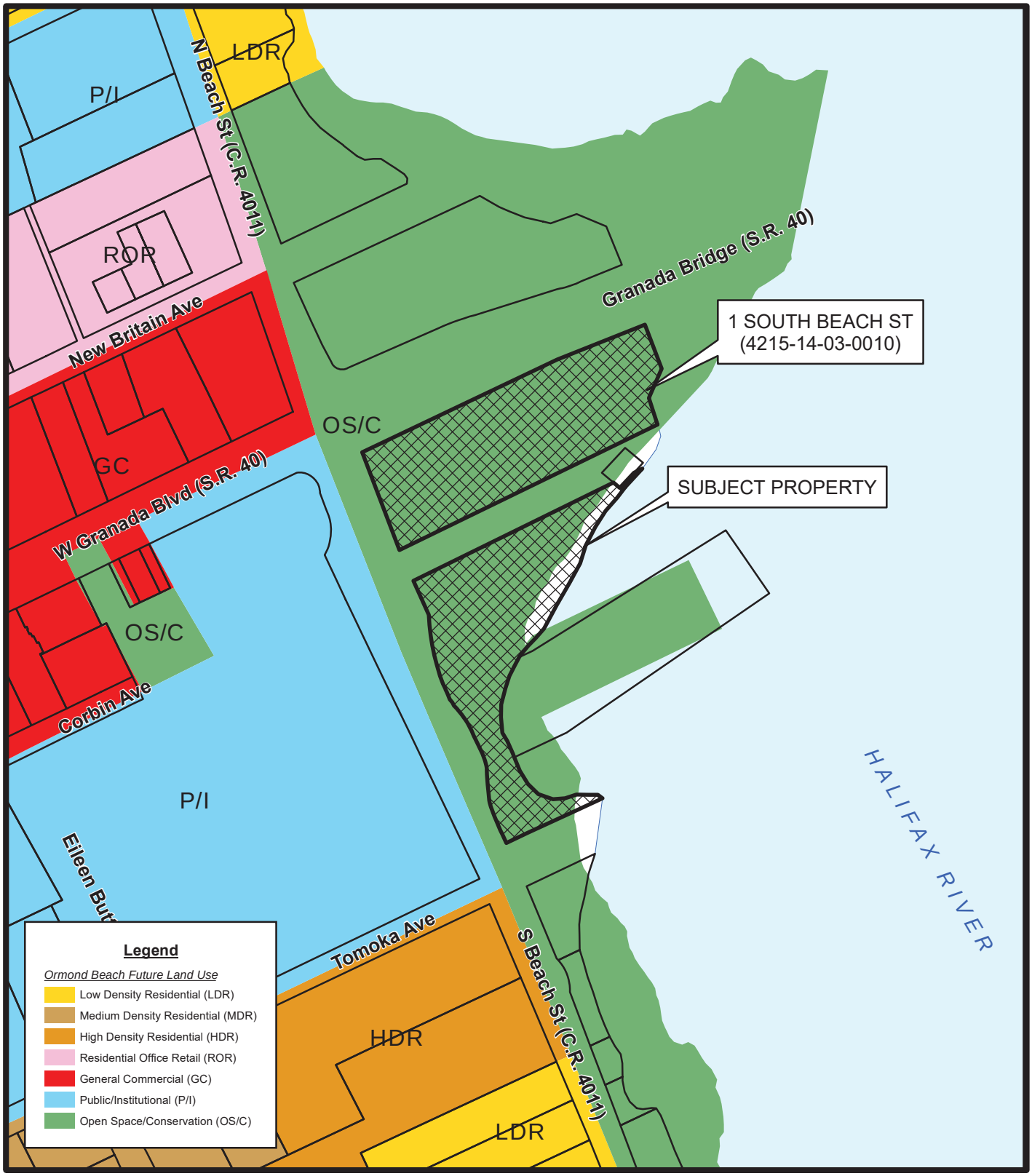
N.T.S.



FUNCTIONAL LAND USE MAP
1 SOUTH BEACH STREET (CASSEN PARK)
(4215-14-03-0010)

Prepared By: City of Ormond Beach
G.I.S. Department - June 11, 2024

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N.T.S.



AERIAL MAP
1 SOUTH BEACH STREET (CASSEN PARK)
(4215-14-03-0010)

Prepared By: City of Ormond Beach
G.I.S. Department - June 11, 2024

N
W E
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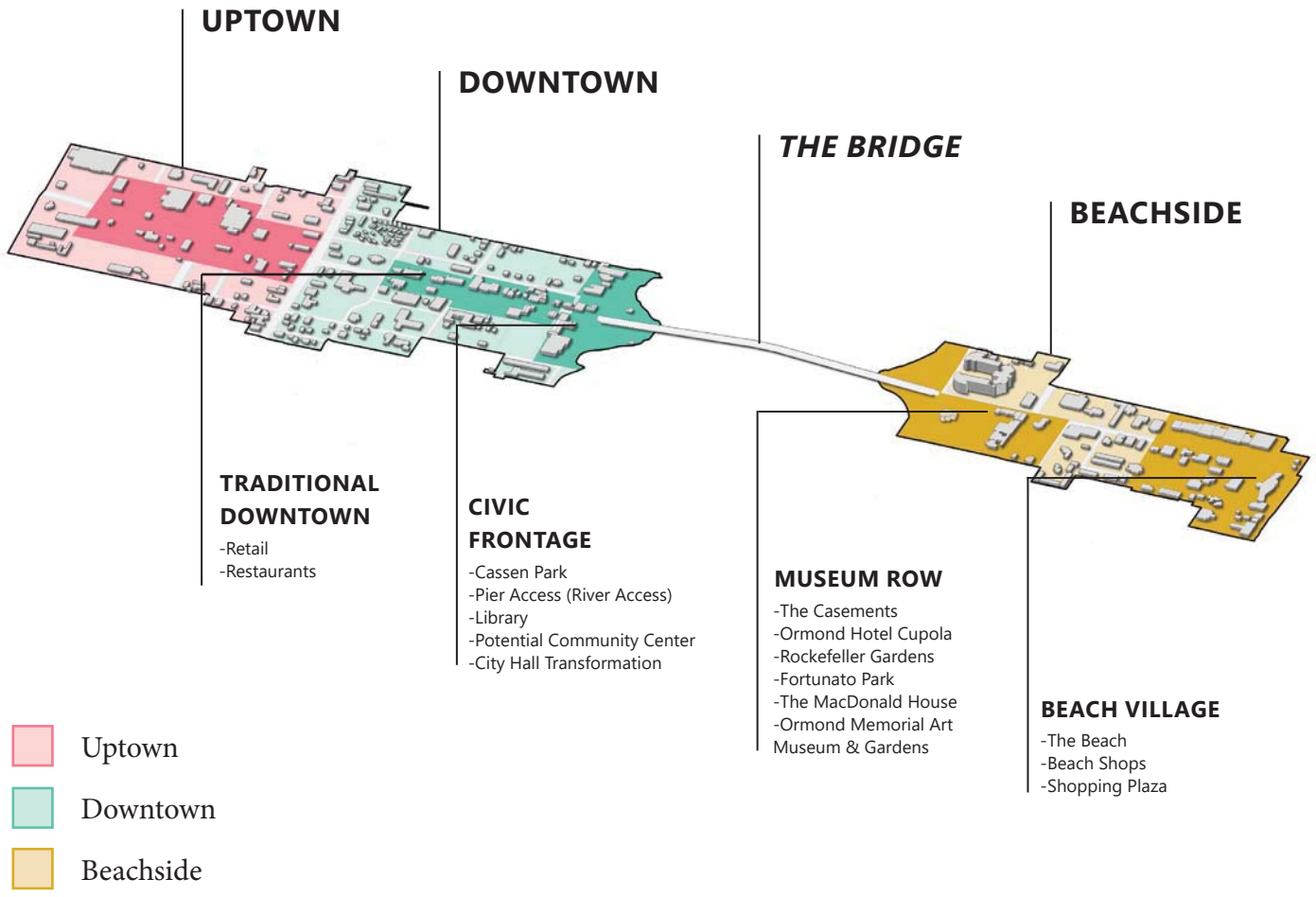
N.T.S.

Attachment 3:

Excerpts from 2019 Downtown Master Plan

Identity

The Districts & Subdistricts



Uptown:

Uptown acts as the main entry to Ormond Beach. This area is heavily vehicle dominated and houses most of the districts major regional retailors. Through enhanced street scaping, which includes native plants and shade trees, and enhanced painted bike lanes the space can begin to serve pedestrians and multimodal transportation.

Downtown:

The majority of survey respondents (92%) consider this area to be the heart of downtown. Housing locally owned retail including small restaurants, boutiques, art galleries, and other shops, in a walkable proximity, this area functions as Downtown. Providing a more pedestrian friendly environment and creating enhanced connectivity could enhance this area.

Areas of Focus

Five Strategic Areas of Focus

As the Downtown Steering Committee and Public Participants articulated their specific issues and actions for the major Themes, it became clear to the facilitation team that there were a few strategic 'areas of focus' where several of the ideas come together. These include both geographic alignments as well as strategic coordination. As a result, it is important to further articulate these Strategic Focus elements, recognizing that each presents significant opportunity, but will require coordinated feasibility study, community discussion, placemaking design and development partnership.

Taken together over next 10 years, the Ormond Beach CRA should:

- Focus on the Bridge and Four Corners Parks
- Leverage the potential of the City Hall, Library & Church
- Continue to work on walkability, traffic calming, parking and mobility
- Expand the program of coordinated events and district marketing
- Explore opportunities to attract key development types to Ormond



River Front Park



Cassen Park



The Bridge



Cassen Park Looking at The Bridge



Rockefeller Gardens



Fortunato Park



Sense of Place & Appearance

	District Applicability			Implementation Responsibility		
TOP PRIORITIES	Beach	Downtown	Gateway	City / CRA	MainStreet	Chamber
Brand the Bridge as a unifying place: color, walking, biking, lighting, overook?	P	P	S	P	S	S
Brand the Four Corners Parks, activities, open views/access to water, landscaping/amenities.	P	P	S	P	S	S
Enhance sidewalks, pedestrian features (crossings, landscape shade, materials).	P	P	P	P	S	S
SECONDARY PRIORITIES						
Enhance Wayfinding signage and graphics - remove 'clutter'	P	P	S	P	P	S
Food/Beverage opportunity on the water	S	P	S	P	S	S
Underground utilities	S	S	S	P	S	S

Recreation & Open Space

	District Applicability			Implementation Responsibility		
TOP PRIORITIES	Beach	Downtown	Gateway	City / CRA	MainStreet	Chamber
Bridge + 4 corners parks / experience / exercise	S	P	S	P	S	S
Need a community center	P	P	S	P	S	S
SECONDARY PRIORITIES						
incremental improvements; swings, shared, pocket parks	P	P	S	P	S	S

Attachment 4:

Applicant submitted information

ZEVCOHEN & ASSOCIATES INC

300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

April 18, 2024

Dear Members of the City Commission,

I am writing to provide an update on the proposed redevelopment plans for Cassen Park, an essential recreational hub catering to a diverse range of residents and home to a longstanding business within our community. Considering recent storm events within the City of Ormond Beach and the City Commission's forward-thinking directive, we have collaborated on a plan aimed at enhancing and safeguarding public access and services within the park for years to come.

The redevelopment initiative seeks to celebrate our city's connection to the Halifax River and support the numerous boating enthusiasts in our community. As part of this vision, we propose relocating the Granada Pier Bait and Tackle within fifty (50) feet of the water's edge and within the setback from the Granada Boulevard right-of-way, as well as Corbin Avenue right-of-way that traverses the center of the park. We have already initiated the process of vacating the rights-of-way in consultation with City staff. However, to not delay the project due to outside agencies and survey the waver from Corbin Avenue is required to facility the finalized design and location of the new building.

Attached, please find exhibits highlighting the setbacks for which we are seeking waivers. We passionately believe that these waivers are pivotal to realizing the vision that has been collaboratively developed with City staff, Ormond Mainstreet, and the City Commission.

In addition, a waiver is requested to eliminate the landscape island adjacent to the handicap parking stalls as well as the building perimeter landscape. This is needed to preserve valuable parking spaces within the park and to eliminate overall reduction in both boat and car parking spaces.

Your support in granting these waivers would be instrumental in bringing our shared vision for Cassen Park to fruition. Thank you for your attention to this matter and your commitment to the improvement of recreational opportunities throughout the City of Ormond Beach.

Sincerely,

Jake Stehr
Professional Landscape Architect
Zev Cohen & Associates, Inc.

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

August 14, 2024

Mr. Shawn Finley, P.E.
City of Ormond Beach
22 S. Beach St.
Ormond Beach, FL 32174

RE: Cassen Park Redevelopment
ZC 22138

Dear Mr. Finley:

Zev Cohen and Associates, Inc has provided the storm water design for the proposed Cassen Park Redevelopment in Ormond Beach. More specifically, we have provided the design of storm water treatment areas on-site to satisfy the City of Ormond Beach code requirements. As a part of this design, we also reviewed the proposed filling within the 100-year flood zone of the Halifax River.

The calculated floodzone impact from proposed fill was found to be approximately 0.39 acre-feet. This was calculated based on the total area within the flood zone multiplied by a conservative average fill depth of 6" across the entire area. This approach was taken due to portions of the project area remaining at or below grade after redevelopment while other areas are anticipated to receive fill 1'-2' above existing grade.

After discussions with city staff, we have determined that the fill proposed to be placed within flood zone AE (El. 5.0) along the Halifax River will not have an adverse effect to the existing flood plain and will not require compensating storage. This conclusion is made from the fact that the Halifax River is an estuary that is directly connected at two points to the Atlantic Ocean and is tidally influenced. Therefore, any additional fill added to the flood plain from the park redevelopment won't cause additional flooding upstream or downstream from the site. Furthermore, the basin between the inlets is approximately 47 miles long.

A section of the river adjacent to the site was analyzed to determine the volume of the flood plain. The section analyzed was a 0.5 mile stretch of the Halifax river, 0.25 miles north and south of the Granada Blvd. bridge. The river was determined to have an approximate average width of 2,300 feet. The survey mean high water level of elevation -0.17 determined there was 5.17 feet between the water elevation and the flood zone elevation. These resulted in an estimated volume of 721 acre-feet of flood storage. The 0.39 acre-feet of impact calculated for the Cassen Park site would represent 0.05% of this volume. This would likely result in a rise in flood elevation of approximately 0.01 feet or 0.12 inches.

Given the enormous volume demonstrated between the normal water level and the 100-year flood elevation for this distance, the fill proposed for the park redevelopment would be de minimis.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

Randy M. Hudak, P.E.
Vice President

RH/ hb
15033006

ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO. | DATE | BY | SUBMITTALS / REVISIONS

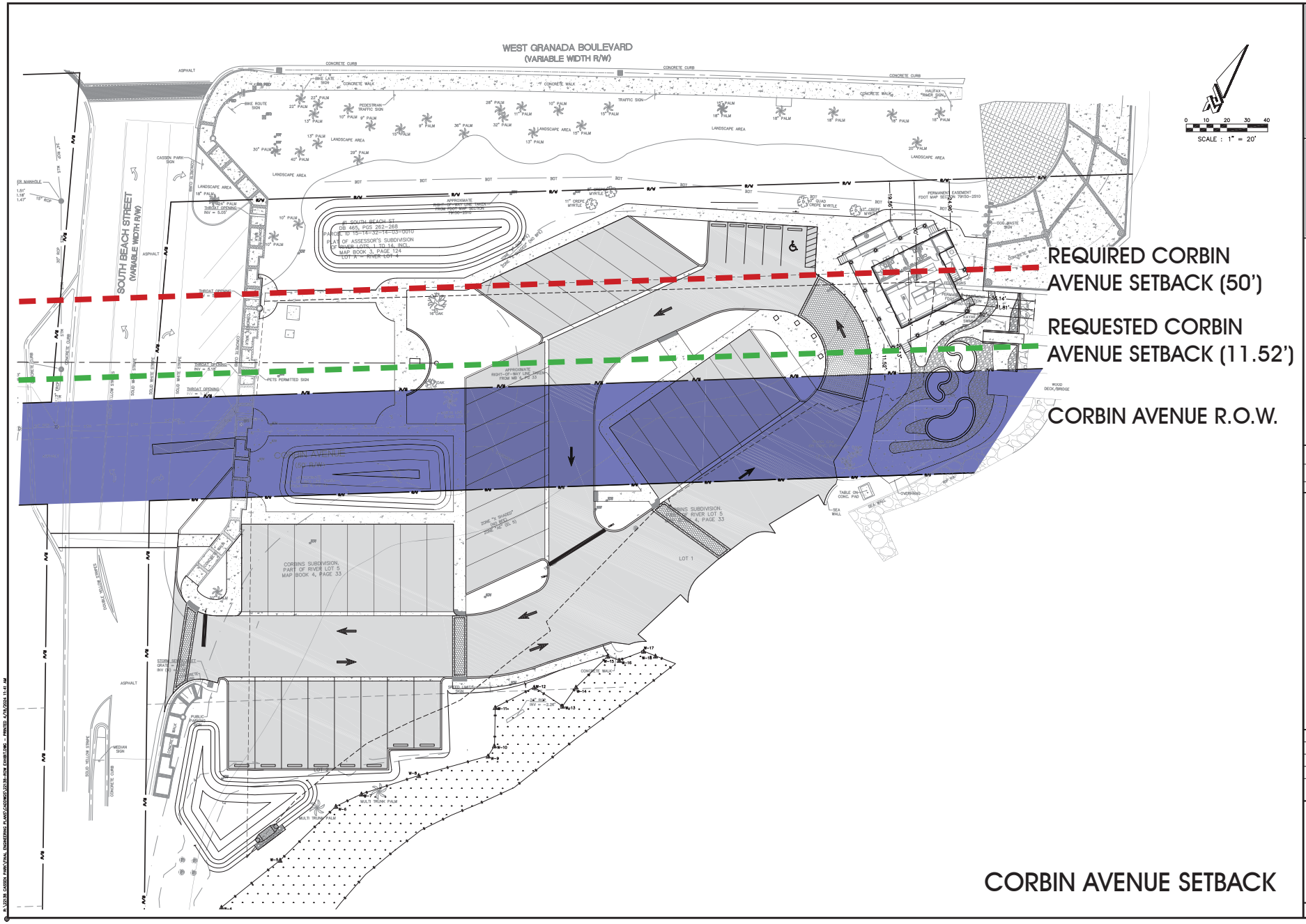
CASSEN PARK
REDEVELOPMENT
FINAL ENGINEERING PLANS
FLOOD ZONE IMPACT EXHIBIT

CITY OF XXXXX
XXXXX COUNTY, FLORIDA

PROJECT NO: ZC XXXXX
DESIGNED BY: XXX
DRAFTED BY: XXX
CHECKED BY: XXX
DRAWING FILE: 22136-FLOOD-IMPACTS
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

XXX
NOT VALID WITHOUT SEAL

SHEET: EX1 OF 1



ZEV COHEN & ASSOCIATES, INC.
100 WESTERHAMS BLVD., STE. C
OSWEGO, BEACH, FL 32178
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

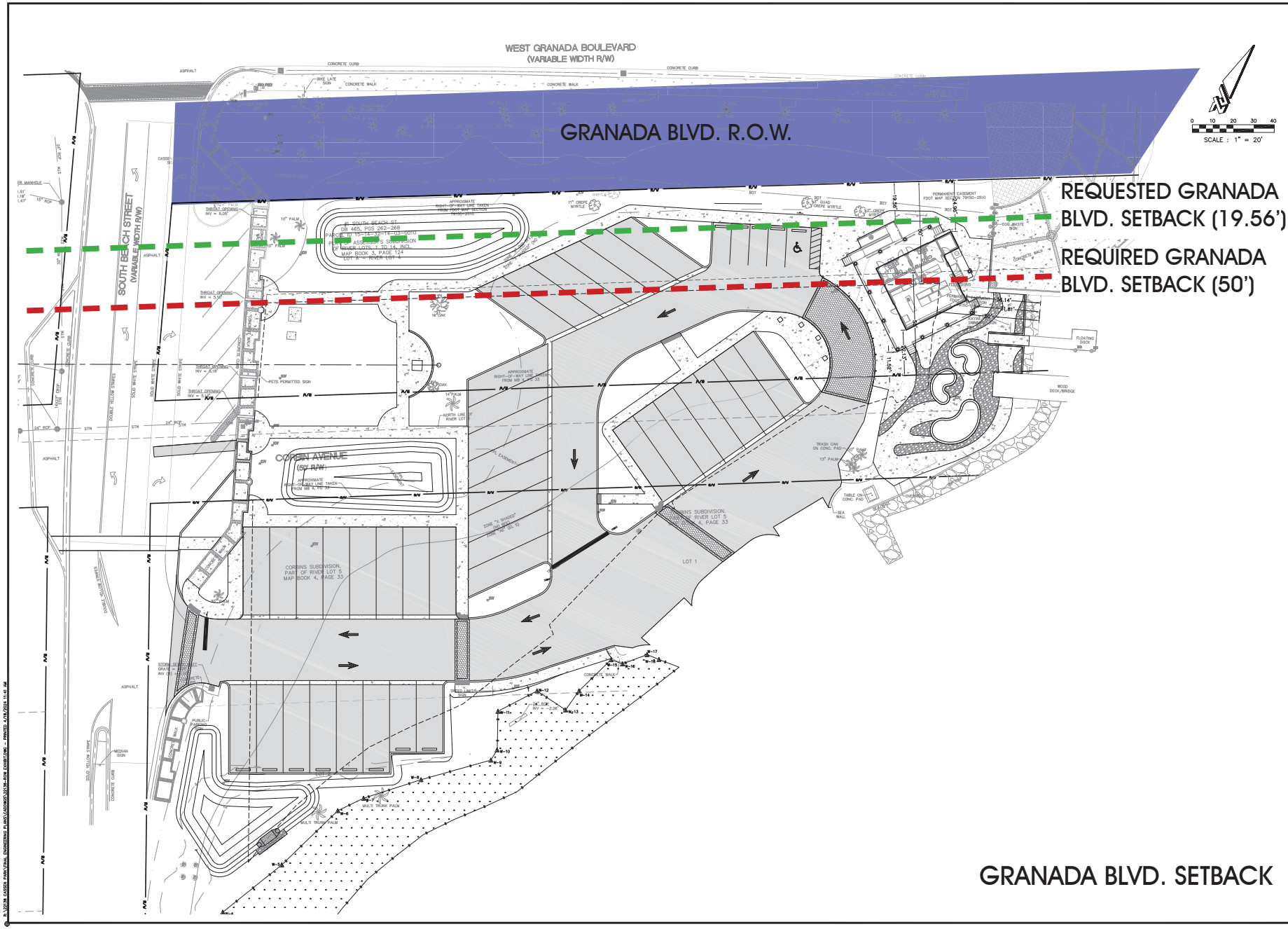
CASSEN PARK REDEVELOPMENT FINAL ENGINEERING PLANS R/W SETBACK EXHIBIT

CITY OF XXXXX
XXXXX COUNTY, FLORIDA

PROJECT NO: ZC XXXXX
DESIGNED BY: XXX
DRAFTED BY: XXX
CHECKED BY: XXX
DRAWING FILE: 22138-ROW EXHIBIT
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

XXX
NOT VALID WITHOUT SEAL

SHEET: EX1 OF 1



ZEV COHEN & ASSOCIATES, INC.
500 WESTEVERGLADES BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

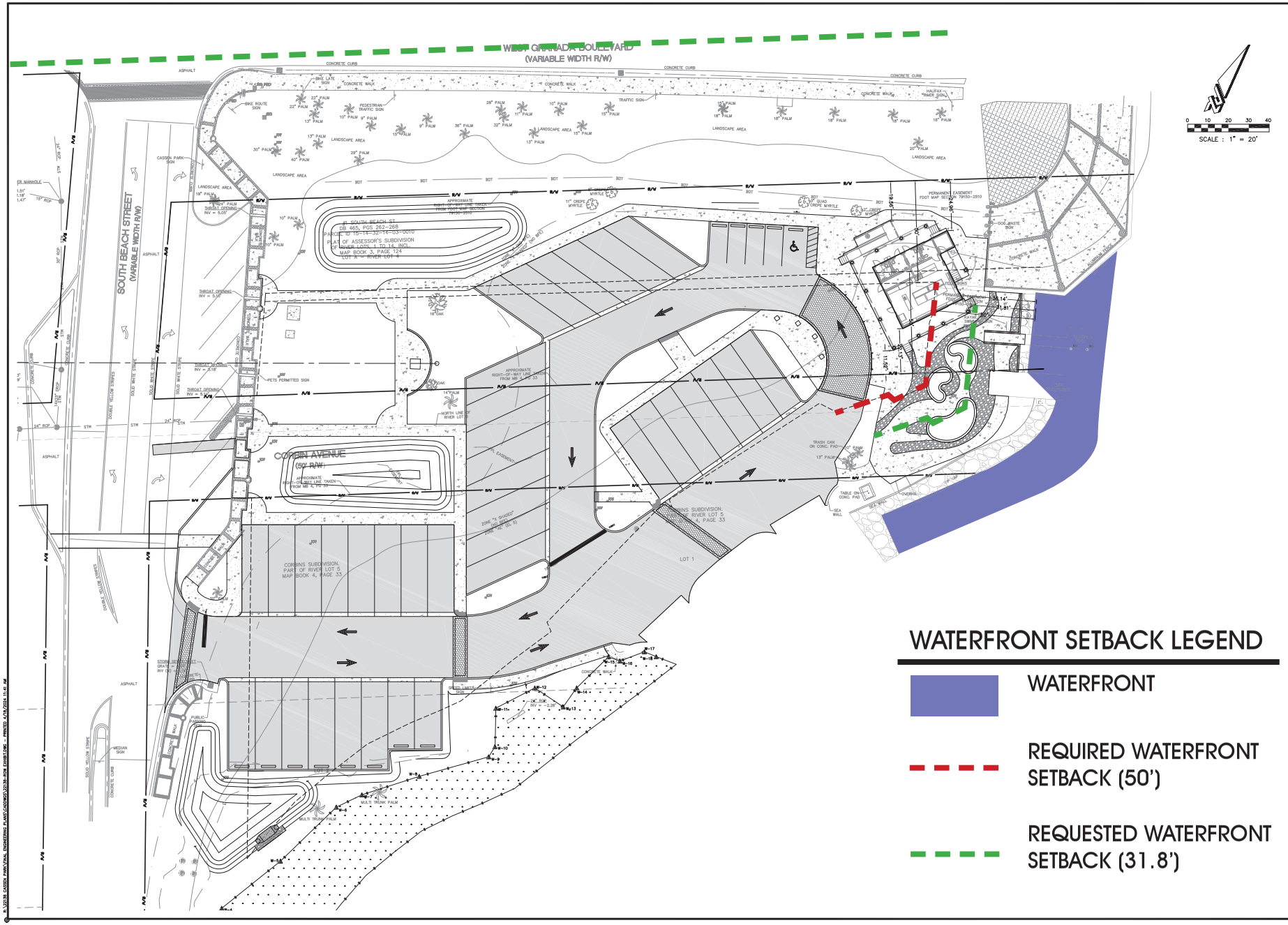
CASSEN PARK REDEVELOPMENT FINAL ENGINEERING PLANS R/W SETBACK EXHIBIT

CITY OF XXXXX
XXXXX COUNTY, FLORIDA

PROJECT NO: ZC XXXXX
DESIGNED BY: XXX
DRAFTED BY: XXX
CHECKED BY: XXX
DRAWING FILE: 22138-ROW EXHIBIT
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

XXX
NOT VALID WITHOUT SEAL

SHEET: EX1 OF 1



ZEV COHEN & ASSOCIATES, INC.
100 WESTERN BLVD., STE. C
JACKSONVILLE, FL 32218
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

CASSEN PARK REDEVELOPMENT FINAL ENGINEERING PLANS R/W SETBACK EXHIBIT

CITY OF XXXXX
XXXXX COUNTY, FLORIDA

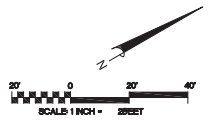
PROJECT NO: ZC XXXXX
DESIGNED BY: XXX
DRAFTED BY: XXX
CHECKED BY: XXX
DRAWING FILE: 22138-ROW EXHIBIT
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

XXX
NOT VALID WITHOUT SEAL

SHEET: EX1 OF 1

MAP OF BOUNDARY, TOPOGRAPHIC, TREE & WETLAND SURVEY

CASSEN PARK
SECTION 15, TOWNSHIP 14 SOUTH, RANGE 32 EAST
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA





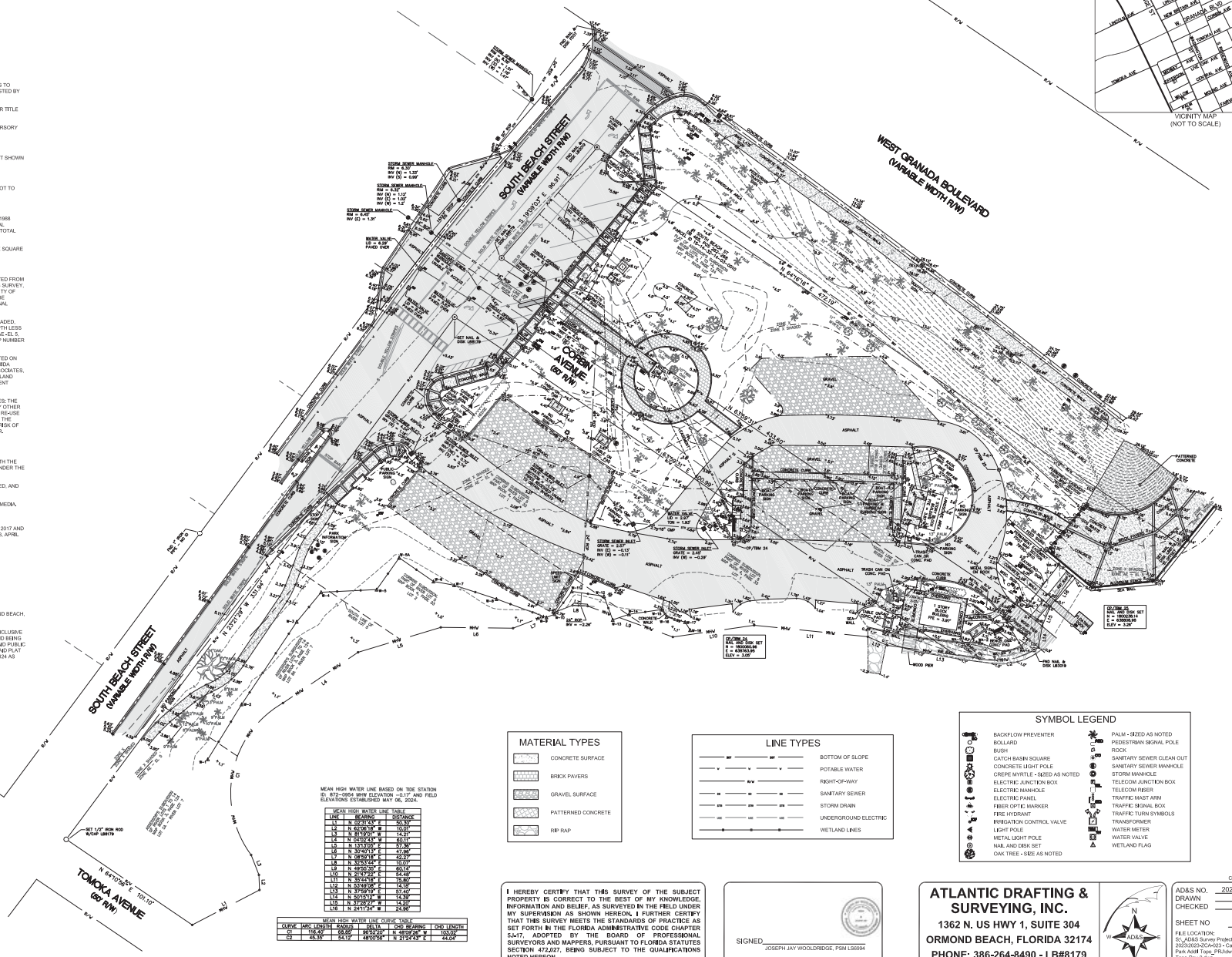
SURVEYORS NOTES:

1. THIS IS A BOUNDARY, TOPOGRAPHIC, TREE & WETLAND SURVEY, THE PURPOSE OF THIS SURVEY IS TO SHOW EXISTING SITE IMPROVEMENTS, ELEVATIONS, TREES AND WETLANDS IN THE AREAS REQUESTED BY THE CLIENT.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, TITLE REPORT OR TITLE OPINION.
3. EASEMENTS SHOWN HEREON ARE PER THE RECORDED PLAT OR INFORMATION OBTAINED BY A CURSORY SEARCH OF THE PUBLIC RECORDS OF THIS COUNTY.
4. NO INSTRUMENTS OF RECORD WERE PROVIDED TO THIS SURVEYOR.
5. THERE MAY BE ADDITIONAL COVENANTS, EASEMENTS, RESERVATIONS AND/OR, RESTRICTIONS NOT SHOWN ON THIS SURVEY RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THIS SURVEY MAKES NO CLAIMS REGARDING OWNERSHIP OR RIGHTS OF POSSESSION.
7. ALL DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF, FOOT TO METER CONVERSION FORMULA IS 1 US FT = 0.3048006096001 M.
8. ALL STREETS AND RIGHT OF WAYS ARE OPEN AND ACCESSIBLE UNLESS NOTED OTHERWISE.
9. THE ELEVATION OF THE POINTS HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) USING NGS BENCHMARK,872 0954F, PID AQ2638 AND WERE ESTABLISHED BY DIFFERENTIAL LEVELING AND TRIGONOMETRIC LEVELING PROCEDURES USING A LEICA AUTO LEVEL AND SOKKIA TOTAL STATION INSTRUMENTS.
10. THE VERTICAL ERROR OF CLOSURE FOR THIS SURVEY IS LESS THAN OR EQUAL TO 0.05' TIMES THE SQUARE ROOT OF THE BENCH LOOP IN MILES.
11. UNDERGROUND FOUNDATIONS, IF ANY, WERE NOT LOCATED.
12. ANY REFERENCE TO UNDERGROUND UTILITIES THAT ARE SHOWN ON THIS MAP, HAVE BEEN LOCATED FROM VISIBLE EVIDENCE THAT EXISTED AT OR ABOVE THE SURFACE OF THE EARTH AT THE TIME OF THIS SURVEY, FIELD LOCATED UTILITY MARKINGS AND/OR EXTRAPOLATED FROM INFORMATION PROVIDED THE CITY OF ORMOND BEACH. THEREFORE, THE DEPICTED LOCATION OF ANY UNDERGROUND UTILITIES MUST BE CONSIDERED TO BE AN APPROXIMATE LOCATION OF ANY SUCH UTILITIES. THERE MAY BE ADDITIONAL SUB-SURFACE UTILITIES THAT ARE NOT SHOWN HEREON.
13. THIS PROPERTY LIES WITHIN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD, FLOOD ZONE X-SHADED, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, AND FLOOD ZONE AE-EL 5 PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, (NFIP FIRM) MAP NUMBER 12127C0216K, WITH A REVISED DATE OF SEPTEMBER 29, 2017.
14. THE ORIGINAL WETLANDS WERE DELINEATED BY ZEV COHEN & ASSCOIATES, INC AND FIELD LOCATED ON OCTOBER 10, 2016, THOSE WETLANDS WERE STAKED AND REVIEWED BY STEPHEN RICE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND GASTON HAYWORTH WITH ZEV COHEN & ASSOCIATES, INC. ON MAY 02, 2024 AND AN ADDITIONAL WETLAND FLAG WAS DELINEATED. THE ADDITIONAL WETLAND FLAG WAS FIELD LOCATED ON MAY 06, 2024. THE WETLANDS SHOWN HEREON REFLECT THE CURRENT CONDITIONS AND APPROVED WETLAND DELINEATION.
15. THIS SURVEY WAS PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE FOLLOWING PARTIES: THE CITY OF ORMOND BEACH AND AND ZEV COHEN & ASSOCIATES, INC. IS NON-TRANSFERABLE TO ANY OTHER PARTY(IES). THIS SURVEY SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL. ANY RE-USE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH IT WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR AND MAPPER, WILL BE DONE SO AT THE RISK OF THE RE-USING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED SURVEYOR AND MAPPER.
16. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.
17. THIS SURVEY WAS CONDUCTED PER SECTION 472.027 FLORIDA STATUTES AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, UNDER THE RESPONSIBLE CHARGE OF THE SIGNING SURVEYOR NAMED BELOW.
18. THIS SURVEY IS NOT VALID UNLESS SIGNED BY THE PROFESSIONAL SURVEYOR AND MAPPER NOTED, AND EMBOSSED WITH THE SURVEYOR'S SEAL.
19. THIS SURVEY MAP WAS PREPARED AT A SCALE OF 1 INCH EQUALS 30 FEET ON 24 INCH BY 36 INCH MEDIA. THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE BY REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.
20. FIELD WORK FOR THIS SURVEY WAS PERFORMED ON FEBRUARY 17, 2017 THROUGH FEBRUARY 18, 2017 AND JULY 13, 2017 THROUGH JULY 15, 2017, FEBRUARY 23, 2023, FEBRUARY 27, 2023, DECEMBER 11, 2023, APRIL 02, 2024, MAY 03, 2024 AND MAY 06, 2024.

PROPERTY DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 14 SOUTH, RANGE 32 EAST IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING LOT A OF RIVER LOT 4 AS SHOWN ON THE PLAT OF ASSESSOR'S SUBDIVISION OF LOTS 1 TO 14 INCLUSIVE AND RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN PLAT BOOK 3 PAGE 124, AND BEING LOTS 1 AND 2 OF CORBINS SUBDIVISION OF PART OF RIVER LOT NO, 5 AND RECORDED IN THE AFORESAID PUBLIC RECORDS IN PLAT BOOK 4 PAGE 32 AND ALSO BEING LOTS 8A AND CA OF RIVER LOT 7 OF THE AFORESAID PLAT OF ASSESSOR'S SUBDIVISION OF LOTS 1 TO 14 INCLUSIVE AND RECORDED IN SAID PLAT BOOK 3 PAGE 124 AS RECORDED IN THE AFORESAID PUBLIC RECORDS IN PLAT BOOK 3 PAGE 124.



ABBREVIATIONS

BFE	=	BASE FLOOD ELEVATION
CMP	=	CORRUGATED METAL PIPE
CP	=	CONTROL POINT
CONC	=	CONCRETE
DB	=	DEED BOOK
ELEV	=	ELEVATION
ERCP	=	ELLIPTICAL REINFORCED CONCRETE PIPE
FDOT	=	FLORIDA DEPARTMENT OF TRANSPORTATION
FFE	=	FINISHED FLOOR ELEVATION
FPL	=	FLORIDA POWER & LIGHT
INCL.	=	INCLUDED
INV	=	INVERT
MB	=	MAP BOOK
MISC	=	MISCELLANEOUS
NGS	=	NATIONAL GEODETIC SURVEY
PG/PGS	=	PAGE/PAGES
PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
RCP	=	REINFORCED CONCRETE PIPE
TBM	=	TEMPORARY BENCHMARK

MEAN HIGH WATER LINE BASED ON TIDE STATION ID: 872–0954 MHW ELEVATION = 0.17' AND FIELD ELEVATIONS ESTABLISHED MAY 06, 2024.

MEAN HIGH WATER LINE TABLE

LINE	BEARING	DISTANCE
L1	N 50°03'43" E	50.30'
L2	N 62°08'18" W	10.05'
L3	N 81°53'05" W	14.25'
L4	N 04°02'43" W	60.11'
L5	N 11°37'09" E	57.36'
L6	N 30°40'13" E	47.96'
L7	N 08°30'18" E	42.27'
L8	N 32°57'49" E	70.09'
L9	N 49°30'35" E	60.14'
L10	N 21°01'29" E	54.48'
L11	N 35°44'18" E	75.80'
L12	N 53°40'08" E	14.18'
L13	N 37°59'19" E	57.40'
L14	N 50°57'12" W	14.39'
L15	N 37°58'27" W	14.20'
L16	N 24°17'34" W	24.96'

MEAN HIGH WATER LINE CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	116.40'	68.85'	96°52'20"	N 48°09'26" W	103.02'
C2	45.35'	54.13'	48°00'06"	N 21°24'43" E	44.02'

MATERIAL TYPES

- CONCRETE SURFACE
- BRICK PAVERS
- GRAVEL SURFACE
- PATTERNED CONCRETE
- RIP RAP

LINE TYPES

- BOTTOM OF SLOPE
- POTABLE WATER
- RIGHT-OF-WAY
- SANITARY SEWER
- STORM DRAIN
- UNDERGROUND ELECTRIC
- WETLAND LINES

SYMBOL LEGEND

- BACKFLOW PREVENTER
- BOLLARD
- BUSH
- CATCH BASIN SQUARE
- CONCRETE LIGHT POLE
- CREPE MYRTLE - SIZED AS NOTED
- ELECTRIC JUNCTION BOX
- ELECTRIC MANHOLE
- ELECTRIC PANEL
- FIBER OPTIC MARKER
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- METAL LIGHT POLE
- NAIL AND DISK SET
- OAK TREE - SIZE AS NOTED
- PALM - SIZED AS NOTED
- PEDESTRIAN SIGNAL POLE
- ROCK
- SANITARY SEWER CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM MANHOLE
- TELECOM JUNCTION BOX
- TELECOM RISER
- TRAFFIC MAST ARM
- TRAFFIC SIGNAL BOX
- TRAFFIC TURN SYMBOLS
- TRANSFORMER
- WATER METER
- WATER VALVE
- WETLAND FLAG

DATE	REVISION	BY
12-11-2023	ADD MISSING TREES	JJW
05-06-2024	ADD ADDITIONAL WETLAND FLAG	JJW

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, BEING SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

SIGNED_____
JOSEPH JAY WOOLDRIDGE, PSM LS6994
DATE MAY 06, 2024

ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

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AD&S NO.	2023-ZCA-023
DRAWN	JEX
CHECKED	J-JW
SHEET NO	1 OF 1

FILE LOCATION:
S:_AD&S Survey Projects
2023\2023-ZCA-023 - Cassen Park\Cassen Park Addt Tops_PRJ\dwg\2023-ZCA-023 - Topo-Rev-2.dwg

CASSEN PARK REDEVELOMENT

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

OWNER:
CITY OF ORMOND BEACH
22 SOUTH BEACH STREET
ORMOND BEACH, FL 32174
(386) 677-0311
CONTACT PERSON: SHAWN FINLEY, P.E.
e-mail: shawn.finley@ormondbeach.org

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD. SUITE C
ORMOND BEACH, FL 32174
(386) 677-2482
CONTACT PERSON: M. DWIGHT DURANT, P.E.
e-mail: ddurant@zevcohen.com

SURVEYOR:
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FL 32174
(386) 264-8490
CONTACT PERSON: JAY WOOLDRIDGE, PSM
e-mail: ads.inc.fl1@gmail.com

GEOTECHNICAL ENGINEER:
ECS FLORIDA, LLC
2330 SOUTH NOVA ROAD, SUITE A
SOUTH DAYTONA, FL 32119
(386) 944-9588
CONTACT PERSON: MAX KEMNITZ, P.E.
e-mail: mkemnitz@ecslimited.com

LANDSCAPE ARCHITECT:
MARQUIS LATIMER + HALBACK, INC.
34 CORDOVA ST, SUITE A
ST. AUGUSTINE, FL 32084
(904) 540-6940
CONTACT PERSON: JEREMY MARQUIS, RLA
e-mail: jeremy@halback.com

PROJECT DESCRIPTION:

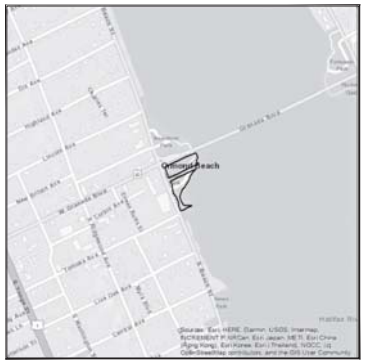
THIS PROJECT INCLUDES THE RECONSTRUCTION OF A PUBLIC PARK THAT INCLUDES PEDESTRIAN AREAS, BOAT TRAILER PARKING, BAIT SHOP, AND RESTROOMS.

SITE INFORMATION:	
SITE ADDRESS:	1 S BEACH ST, ORMOND BEACH, FL 32174
PROJECT AREA:	±2.33 AC
TAX PARCEL I.D. #:	421514030010
EXISTING ZONING:	SE
PROPOSED ZONING:	SE
EXISTING LAND USE:	PARK/BOAT LAUNCH
PROPOSED LAND USE:	PARK/BOAT LAUNCH
EXISTING FUTURE LAND USE:	OS/C
EXISTING BUILDING AREA:	708 SF
PROPOSED BUILDING AREA:	1,162 SF
SETBACKS:	
FRONT:	50 FT
SIDE:	20 FT
REAR:	30 FT
STREET SIDE/CORNER:	50 FT
WATERBODY	50 FT
REQUIRED LANDSCAPE BUFFER(S):	20 FT – ALONG W GRANADA BLVD
	10 FT – ALONG S BEACH ST.
MAXIMUM BUILDING LOT COVERAGE:	35%
MAXIMUM BUILDING HEIGHT	30 FT
UTILITIES:	PROVIDED BY CITY OF ORMOND BEACH

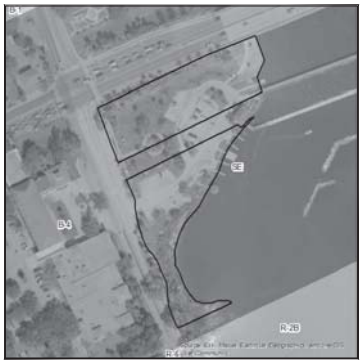
LAND USE TABLE:		
	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	0.25 AC	10.73%
UPLAND AREA	2.08 AC	89.27%
PROPOSED IMPROVEMENTS:		
BUILDING(S)	0.03 AC	1.29%
PAVEMENT & SIDEWALK	1.49 AC	63.95%
LANDSCAPE/OPEN SPACE	0.81 AC	34.76%
EXISTING		
TOTAL PERVIOUS	1.07 AC	45.92%
TOTAL IMPERVIOUS	1.26 AC	54.08%
PROPOSED		
TOTAL PERVIOUS	0.81 AC	34.76%
TOTAL IMPERVIOUS	1.52 AC	65.24%

PARKING CALCULATIONS:	
STANDARD PARKING SPACES PROVIDED:	5
HANDICAP PARKING PROVIDED:	1
BOAT TRAILER PARKING PROVIDED:	37

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



VICINITY MAP
SCALE: 1" = 750'



ZONING MAP
SCALE: 1" = 150'
CURRENT ZONING FOR THIS SITE IS: SE – SPECIAL ENVIRONMENTAL



SOILS MAP
SCALE: 1" = 150'
THE SITE LIES WITHIN THE FOLLOWNG VOLUSIA COUNTY SOIL CLASSIFICATIONS:
0–WATER
6–ASTATULA–URBAN LAND COMPLEX, 0–8% SLOPES



FLOOD ZONE MAP
SCALE: 1" = 150'
THE PROPERTY LIES IN:
FLOOD ZONE X AND AE PER FEMA MAPS 1217C0216K

SHEET INDEX:

C1	COVER SHEET
C2–C4	CONSTRUCTION NOTES
C5	DEMOLITION & EROSION CONTROL PLAN
C6	GEOMETRY, SIGNAGE & STRIPING PLAN
C7	PAVING, GRADING & DRAINAGE PLAN
C8	UTILITY PLAN
C9–C14	CONSTRUCTION DETAILS
AT1	AUTOTURN EXHIBIT
L2.1–L2.6	HARDSCAPE PLAN & DETAILS
L3.0	LANDSCAPE DEMO PLAN
L3.1–L3.4	LANDSCAPE PLAN & DETAILS
L4.1–L4.3	IRRIGATION PLAN & DETAILS
E1.1	ELECTRICAL DETAILS & NOTES
E2.1	DEMOLITION ELECTRICAL PLAN
E3.1	ELECTRICAL & LIGHTING PHOTOMETRIC PLAN

LEGAL DESCRIPTION:

PART OF PLAT OF ASSESSORS SUBDIVISION RIVER LOTS 1 TO 14 INCL. AND CORBINS SUBDIVISION OF PART OF RIVER LOT 5 SECTION 15, TOWNSHIP 14 SOUTH, RANGE 32 EAST ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD. SUITE C
ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTAL/S REVISIONS
1	07-2-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS
2	08-7-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS
3	09-14-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS

CASSEN PARK
REDEVELOPMENT
FINAL ENGINEERING PLANS
COVER SHEET

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22138
DESIGNED BY: SM
DRAFTED BY: SM
CHECKED BY: RH
DRAWING FILE: 01-22138_COV

RANDY M. HUDAK, P.E. NO. 68557
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SHEET: C1 OF 14

G:\2022_CASSEN PARK\FINAL ENGINEERING PLANS\CONSTRUCTION PLANS\22138_COV.DWG – PRINTED: 9/24/2024, 8:04 AM

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2	08-1-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS
3	09-14-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS

CASSEN PARK REDEVELOPMENT
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22138
DESIGNED BY: SM
DRAFTED BY: SM
CHECKED BY: RH
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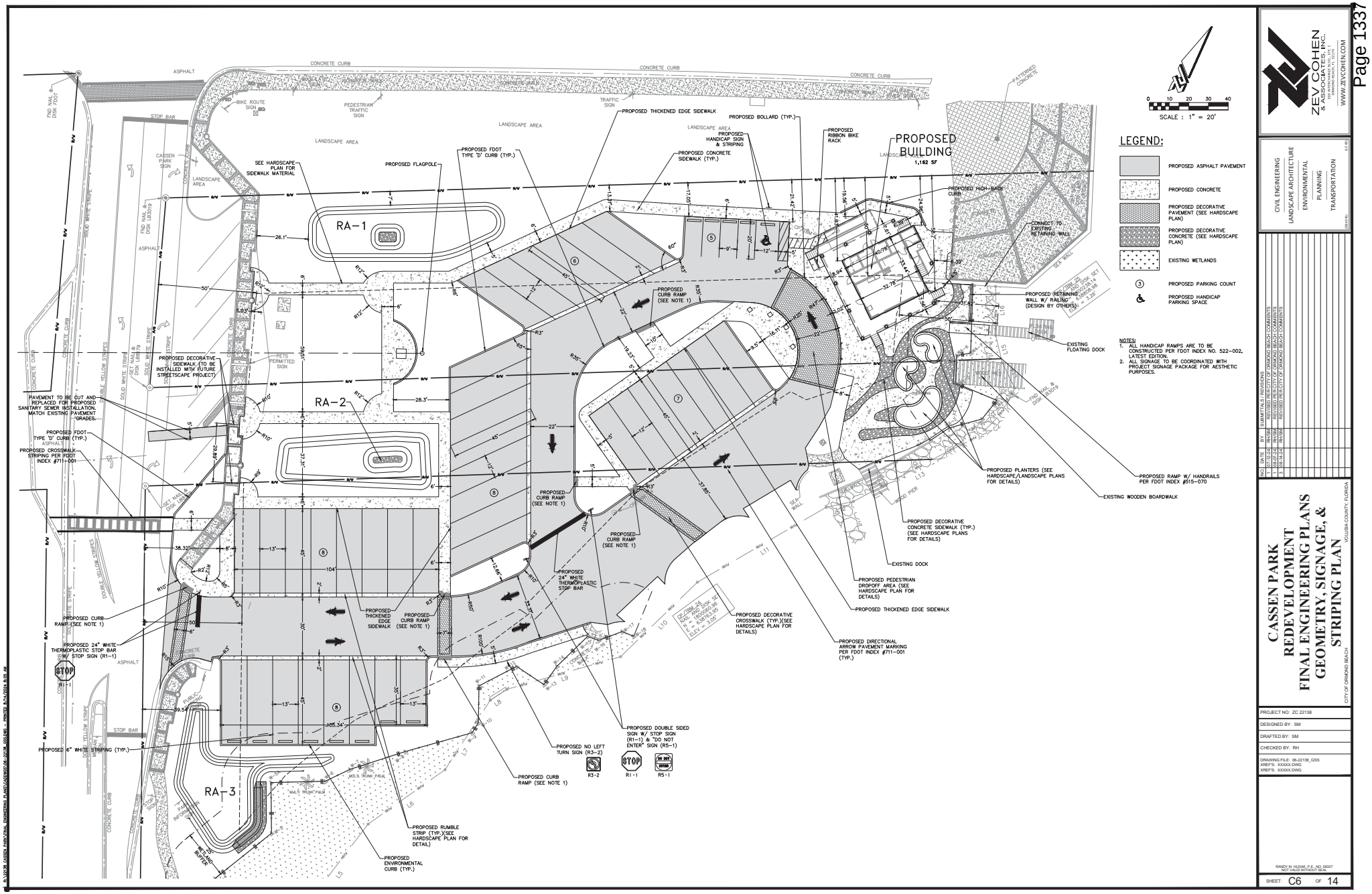

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1	07-02-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS
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3	09-14-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS

CASSEN PARK REDEVELOPMENT FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE, & STRIPING PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22138
DESIGNED BY: SM
DRAFTED BY: SM
CHECKED BY: RH
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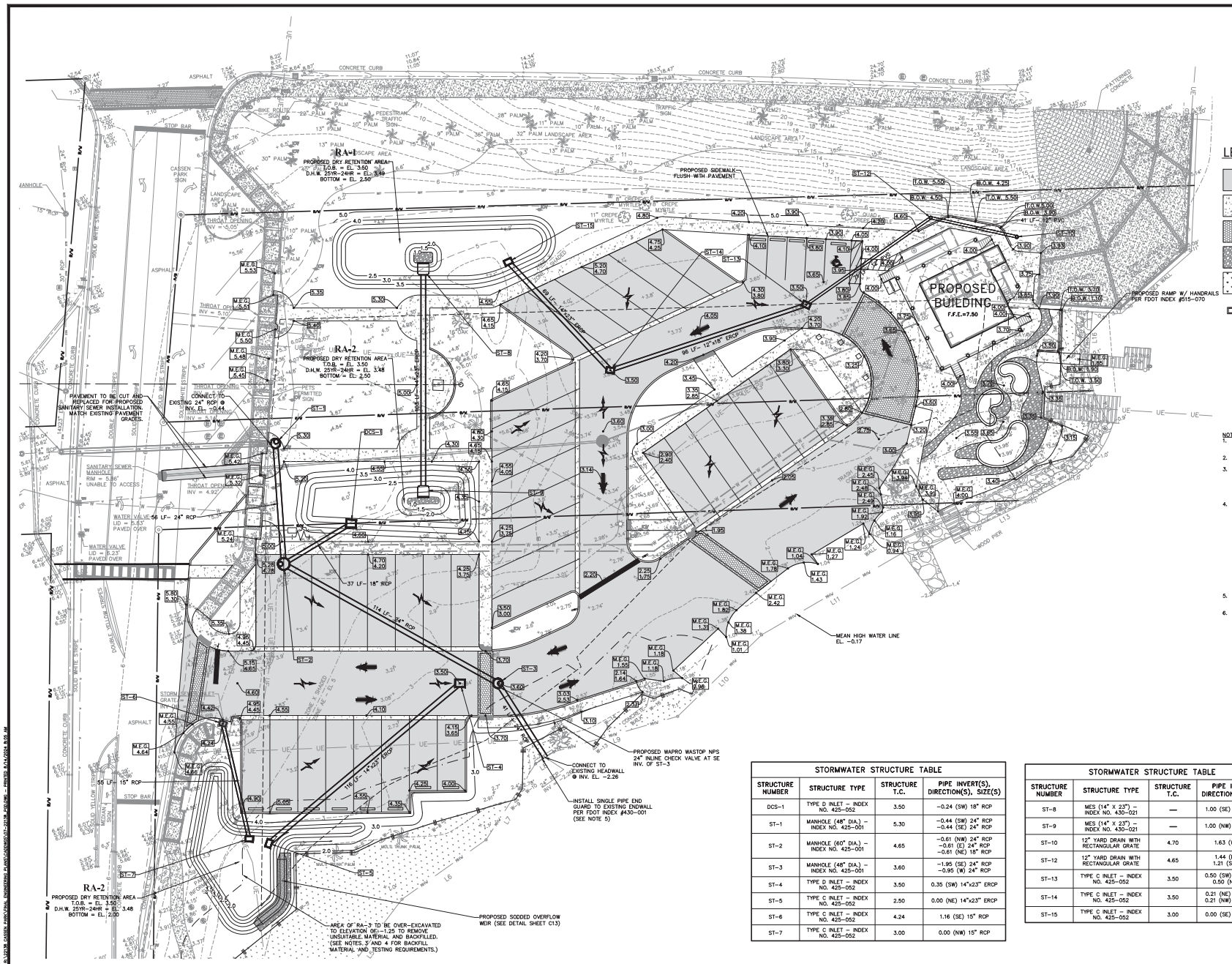

0 10 20 30 40
SCALE : 1" = 20'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED DECORATIVE PAVEMENT (SEE HARDSCAPE PLAN)
- PROPOSED DECORATIVE CONCRETE (SEE HARDSCAPE PLAN)
- EXISTING WETLANDS
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- PROPOSED FLOW DIRECTION

NOTES:
1. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
2. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC.
3. AREA SPECIFIED FOR OVER-EXCAVATION TO BE BACKFILLED WITH CLEAN SANDY MATERIAL WITH A MINIMUM VERTICAL PERMEABILITY RATE OF 14.2 FT/DAY. MATERIAL SUITABILITY TO BE CONFIRMED WITH THE SITE GEOTECHNICAL ENGINEER, ECS FLORIDA LLC.
4. INFILTRATION RATES OF EACH POND ARE TO BE TESTED SUBSEQUENT TO COMPLETION OF GRADING TO CONFIRM THAT THE POST-CONSTRUCTION INFILTRATION RATE IS AT LEAST THE RATE UTILIZED IN THE RECOVERY ANALYSIS PERFORMED BY ECS FLORIDA LLC. TEST SHOULD BE CONDUCTED BY METHOD OF MPD INFILTROMETER OR DOUBLE-RING-INFILTROMETER TESTING IN ACCORDANCE WITH ASTM D8152 OR D3385, RESPECTIVELY. IF THE POST CONSTRUCTION INFILTRATION RATE IS LOWER THAN THE INFILTRATION UTILIZED IN THE RECOVERY ANALYSIS, ECS FLORIDA LLC. SHOULD BE PROVIDED WITH THE TESTED INFILTRATION RATE TO RE-EVALUATE THE POND RECOVERY.
5. CONTRACTOR IS TO INSTALL THE PROPOSED PIPE GUARD ONLY IF ONE IS NOT ALREADY PRESENT.
6. SEE CONSTRUCTION DETAIL SHEET C10 FOR POND TYPICAL CROSS SECTIONS

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCS-1	TYPE D INLET – INDEX NO. 425-052	3.50	-0.24 (SW) 18" RCP
ST-1	MANHOLE (48" DIA.) – INDEX NO. 425-001	5.30	-0.44 (SW) 24" RCP -0.44 (SE) 24" RCP
ST-2	MANHOLE (60" DIA.) – INDEX NO. 425-001	4.65	-0.61 (NW) 24" RCP -0.61 (E) 24" RCP -0.61 (NE) 18" RCP
ST-3	MANHOLE (48" DIA.) – INDEX NO. 425-001	3.60	-1.95 (SE) 24" RCP -0.95 (W) 24" RCP
ST-4	TYPE D INLET – INDEX NO. 425-052	3.50	0.35 (SW) 14"x23" ERCP
ST-5	TYPE C INLET – INDEX NO. 425-052	2.50	0.00 (NE) 14"x23" ERCP
ST-6	TYPE C INLET – INDEX NO. 425-052	4.24	1.16 (SE) 15" RCP
ST-7	TYPE C INLET – INDEX NO. 425-052	3.00	0.00 (NW) 15" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-8	MES (14" X 23") – INDEX NO. 430-021	—	1.00 (SE) 14"x23" ERCP
ST-9	MES (14" X 23") – INDEX NO. 430-021	—	1.00 (NW) 14"x23" ERCP
ST-10	12" YARD DRAIN WITH RECTANGULAR GRATE	4.70	1.63 (W) 12" PVC
ST-12	12" YARD DRAIN WITH RECTANGULAR GRATE	4.65	1.44 (E) 12" PVC 1.21 (SW) 12" PVC
ST-13	TYPE C INLET – INDEX NO. 425-052	3.50	0.50 (SW) 12"x18" ERCP 0.50 (NE) 12" PVC
ST-14	TYPE C INLET – INDEX NO. 425-052	3.50	0.21 (NE) 12"x18" ERCP 0.21 (NW) 14"x23" ERCP
ST-15	TYPE C INLET – INDEX NO. 425-052	3.00	0.00 (SE) 14"x23" ERCP

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2	08-14-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS
3	09-14-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS

CASSEN PARK REDEVELOPMENT
FINAL ENGINEERING PLANS
PAVING, GRADING, & DRAINAGE PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22138
DESIGNED BY: SM
DRAFTED BY: SM
CHECKED BY: RH
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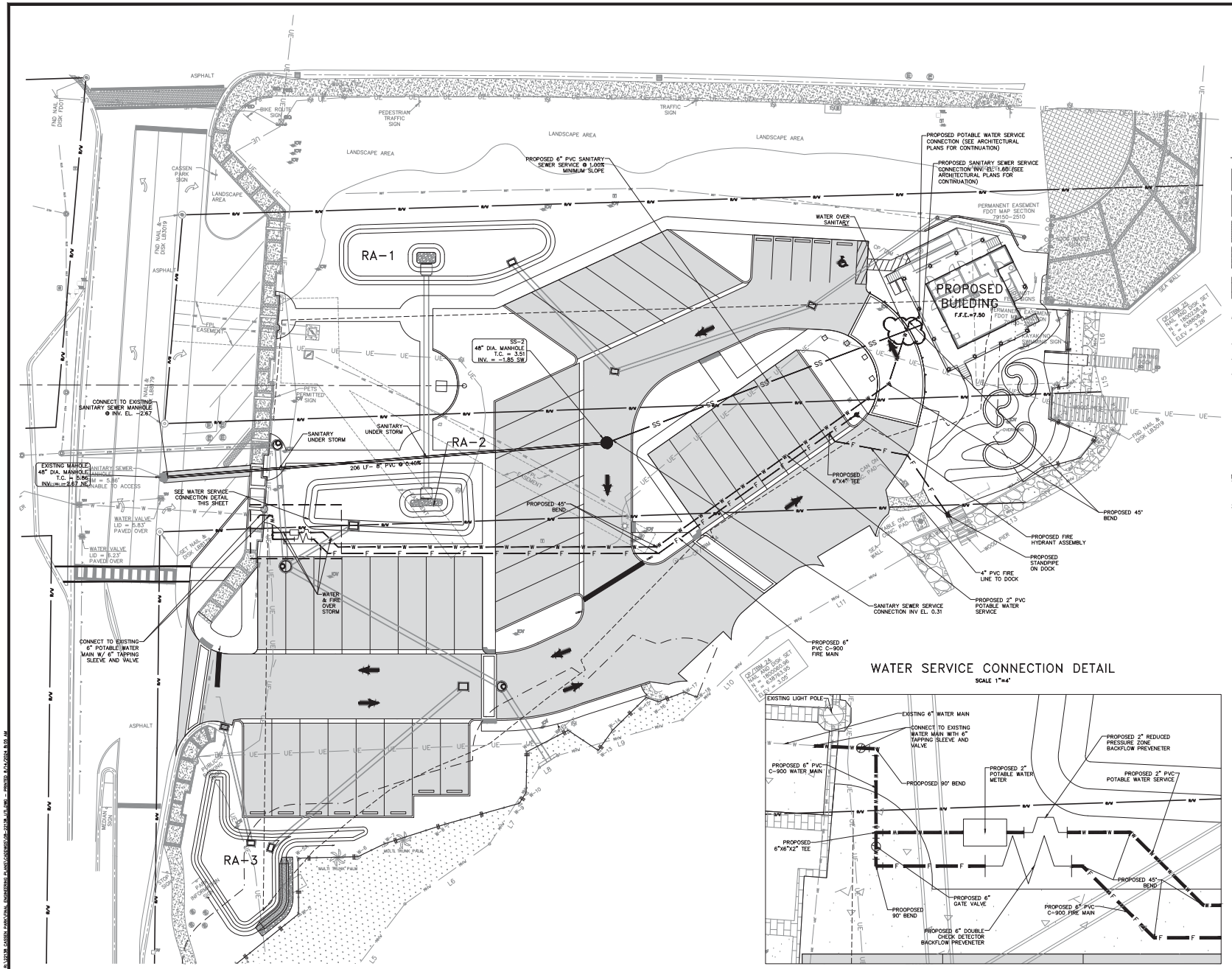

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2	08-07-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS
3	09-14-24	RH/SM	REVISED PER CITY OF ORMOND BEACH COMMENTS

CASSEN PARK REDEVELOPMENT FINAL ENGINEERING PLANS UTILITY PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22138
DESIGNED BY: SM
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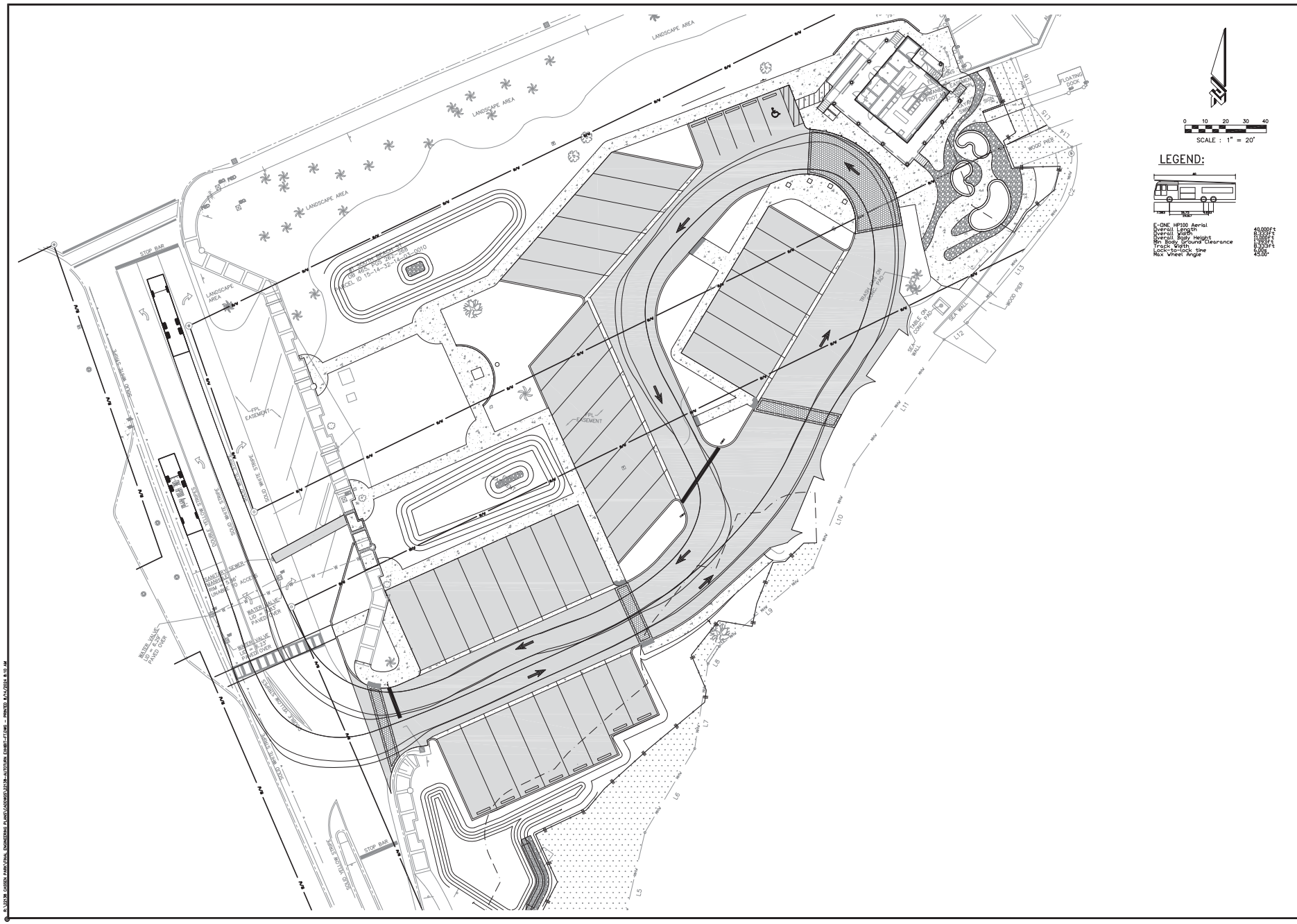

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CASSEN PARK REDEVELOPMENT FINAL ENGINEERING PLANS AUTOTURN EXHIBIT - FIRE FIGHTING VEHICLE

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22138
DESIGNED BY: XXX
DRAFTED BY: XXX
CHECKED BY: XXX
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SHEET: AT1 OF 1

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CASSEN PARK

100% CONSTRUCTION DOCUMENT SET
JULY 30, 2024

Marquis Latimer + Halback, Inc.
Project Management + Landscape Architecture
Project Manager: Jeremy Marquis | jeremy@halback.com
34 Cordova Street, Suite A, St. Augustine, FL 32084
Ph: 904.825.6747
Florida LA6667110

Prepared For
ZEV COHEN & ASSOCIATES
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FLORIDA 32174

Project Manager
DWIGHT DURANT
JAKE STEHR, PLA

Site Location
1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174

Jurisdictional Review
CITY OF ORMOND BEACH
ST JOHNS RIVER WATER MANAGEMENT DISTRICT

[PERMITTING BY ZEV COHEN]

811
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Sheet List Table

Sheet Number	Sheet Title	Sheet Revision Date
COVER	COVER	07.30.2024
L-2.1	HARDSCAPE PLAN	07.30.2024
L-2.2	HARDSCAPE DETAILS - VETERANS PLAZA	07.12.2024
L-2.3	HARDSCAPE DETAILS - PAVEMENT	07.12.2024
L-2.4	HARDSCAPE DETAILS - PLANTER PLAZA	07.12.2024
L-2.5	HARDSCAPE DETAILS	07.30.2024
L-2.6	HARDSCAPE SCHEDULE & NOTES	07.30.2024
L-3.1	LANDSCAPE PLAN	07.30.2024
L-3.2	LANDSCAPE PLAN ENLARGEMENT - FORMAL GARDEN	07.30.2024
L-3.3	LANDSCAPE SCHEDULE & NOTES	07.30.2024
L-3.4	LANDSCAPE TREE TABLES + DETAILS	07.30.2024
L-3.5	LANDSCAPE DETAILS	07.30.2024
L-4.1	IRRIGATION PLAN	07.30.2024
L-4.2	IRRIGATION SCHEDULE + NOTES	07.30.2024
L-4.3	IRRIGATION DETAILS	07.30.2024

ML+H
Marquis Latimer + Halback, Inc.
34 Cordova Street, Suite A
St. Augustine, FL 32084
Ph 904.825.6747
www.halback.com
LA6667110 Qualifier

LANDSCAPE ARCHITECT OF RECORD
Jeremy Marquis, RLA (LA6667110)
DRAWN BY: Jeremy Marquis, RLA

CASSEN PARK
1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174
COVER

REV	DESCRIPTION	DATE
	100%	07/30/24
	5+5 Set	05/15/24
	90% SUBMITTAL	03/14/24
	60% SUBMITTAL	12/15/23

SIZE: ANSI D
PRIME PROJECT #:
ML+H PROJECT #:
DRAWING NO.
COVER

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Tuesday, July 30, 2024
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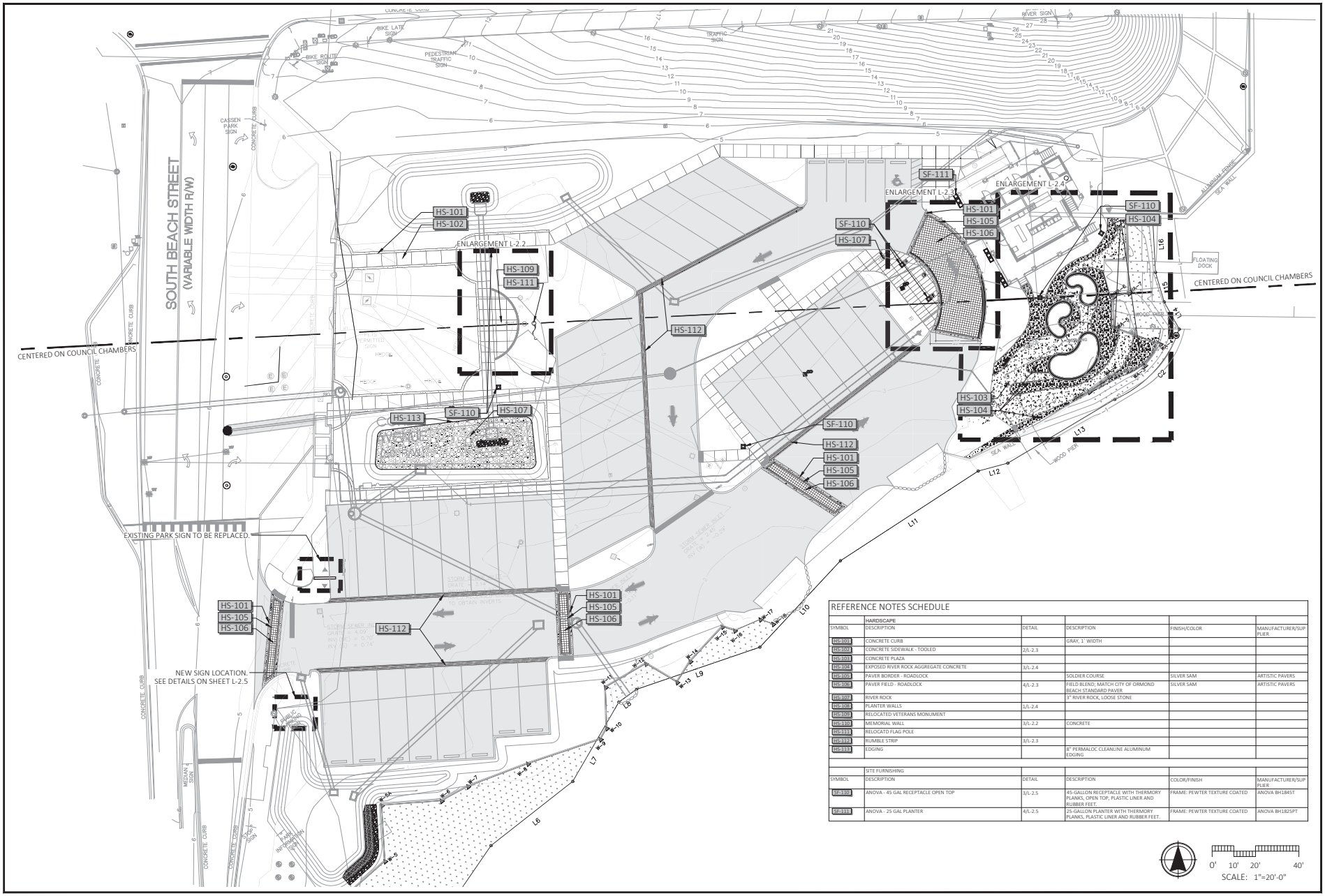

REFERENCE NOTES SCHEDULE

	HARDSCAPE				
SYMBOL	DESCRIPTION	DETAIL	DESCRIPTION	FINISH/COLOR	MANUFACTURER/SUPPLIER
HS-101	CONCRETE CURB		GRAY, 1' WIDTH		
HS-102	CONCRETE SIDEWALK - TOOLED	2/L-2.3			
HS-103	CONCRETE PLAZA				
HS-104	EXPOSED RIVER ROCK AGGREGATE CONCRETE	3/L-2.4			
HS-105	PAVER BORDER - ROADLOCK		SOLDIER COURSE	SILVER SAM	ARTISTIC PAVERS
HS-106	PAVER FIELD - ROADLOCK	4/L-2.3	FIELD BLEND; MATCH CITY OF ORMOND BEACH STANDARD PAVER	SILVER SAM	ARTISTIC PAVERS
HS-107	RIVER ROCK		3" RIVER ROCK, LOOSE STONE		
HS-108	PLANTER WALLS	1/L-2.4			
HS-109	RELOCATED VETERANS MONUMENT				
HS-110	MEMORIAL WALL	3/L-2.2	CONCRETE		
HS-111	RELOCATD FLAG POLE				
HS-112	RUMBLE STRIP	3/L-2.3			
HS-113	EDGING		8" PERMALOC CLEANLINE ALUMINUM EDGING		
	SITE FURNISHING				
SYMBOL	DESCRIPTION	DETAIL	DESCRIPTION	COLOR/FINISH	MANUFACTURER/SUPPLIER
SF-110	ANOVA - 45 GAL RECEPTACLE OPEN TOP	3/L-2.5	45-GALLON RECEPTACLE WITH THERMORY PLANKS, OPEN TOP, PLASTIC LINER AND RUBBER FEET.	FRAME: PEWTER TEXTURE COATED	ANOVA BH1845T
SF-111	ANOVA - 25 GAL PLANTER	4/L-2.5	25-GALLON PLANTER WITH THERMORY PLANKS, PLASTIC LINER AND RUBBER FEET.	FRAME: PEWTER TEXTURE COATED	ANOVA BH1825PT

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St. Augustine, FL 32084
Ph 904.825.6747
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LA6667110 Qualifier

LANDSCAPE ARCHITECT OF RECORD
Jeremy Marquis, RLA (LA6667110)
DRAWN BY: JM, JR, CS, DS, EG

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the signature and seal of a registered landscape architect on a document then signifies ownership of the individual work."

ZEV COHEN
& ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
PLANNING
ENVIRONMENTAL DESIGN

CASSEN PARK

1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174

HARDSCAPE PLAN

REV	DESCRIPTION	DATE
	100%	07/30/24
	5+5 Set	05/15/24
	90% SUBMITTAL	03/14/24
	60% SUBMITTAL	12/15/23

SIZE: ANSI D
PRIME PROJECT #:
ML+H PROJECT #: 23.02.00

DRAWING NO. L-2.1

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Tuesday, July 30, 2024

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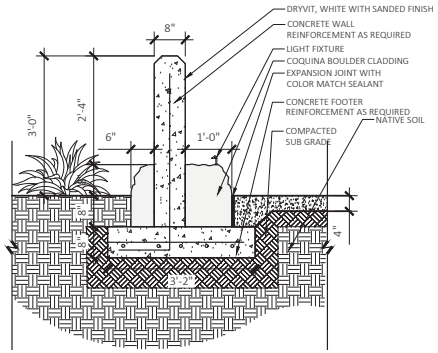
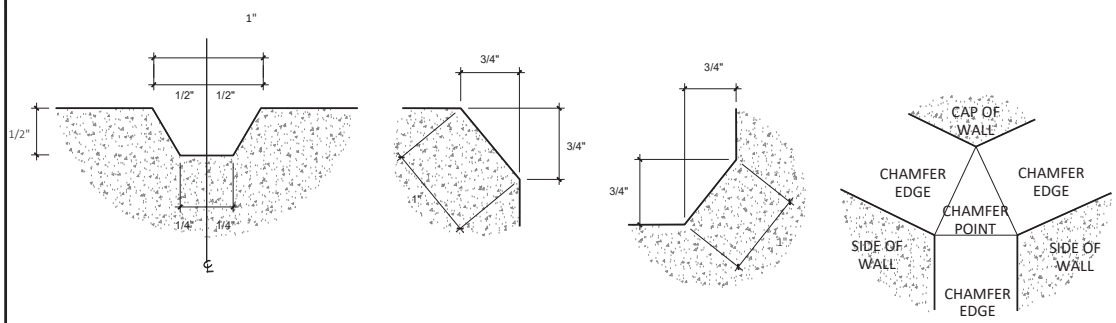


3 VETERAN MEMORIAL WALL - SECTION

3/4" = 1'-0" P-MU-CAS-19



TYP. CHAMFER JOINT SECTION

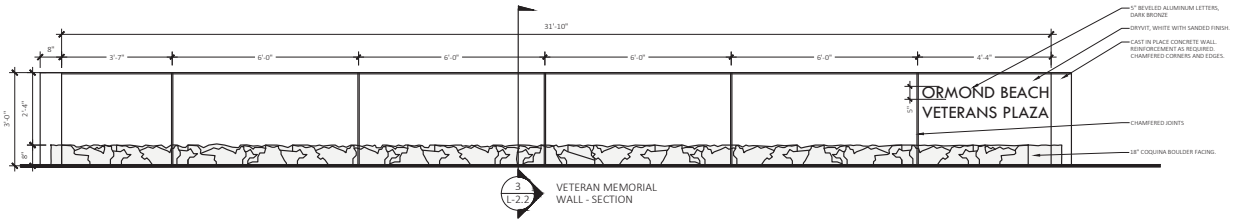
TYP. CHAMFER EDGE SECTION

TYP. FILLET SECTION

CORNER CHAMFER ISOMETRIC VIEW

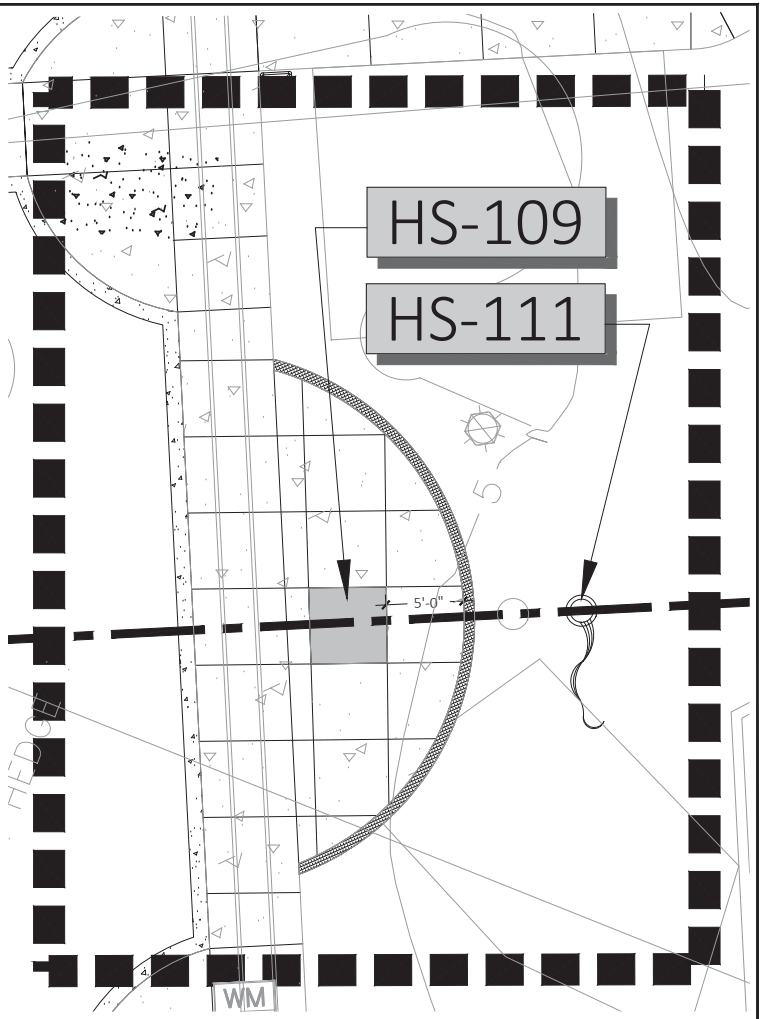
2 WALL JOINT CHAMFER DETAILS

NOT TO SCALE P-MU-CAS-12



1 VETERAN MEMORIAL WALL - ELEVATION

1/2" = 1'-0" P-MU-CAS-21



REFERENCE NOTES SCHEDULE ENLARGEMENT L-2.02

	HARDSCAPE			
SYMBOL	DESCRIPTION	QTY	DETAIL	DESCRIPTION
HS-109	RELOCATED VETERANS MONUMENT			
HS-110	MEMORIAL WALL	29 SF	3/L-2.2	CONCRETE
HS-111	RELOCATD FLAG POLE	1		

0' 2' 4' 8'

SCALE: 1/4"=1'-0"

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St. Augustine, FL 32084
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Jeremy Marquis, RLA (LA6667110)

DRAWN BY: JM, PCB, NS, ECG

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CASSEN PARK

1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174

HARDSCAPE DETAILS - VETERANS PLAZA

REV	DESCRIPTION	DATE
	100%	07/30/24
	5+5 Set	05/15/24
	90% SUBMITTAL	03/14/24
	60% SUBMITTAL	12/15/23

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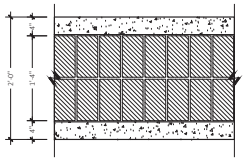
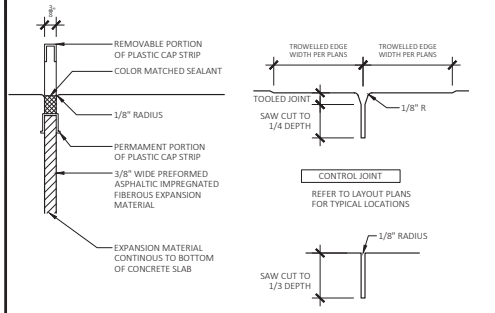
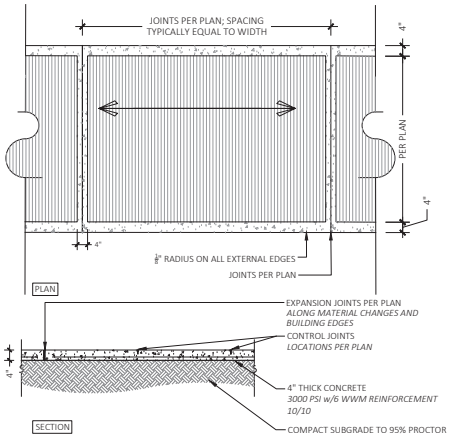


3 RUMBLE STRIP
1" = 1'-0" P-MU-CAS-18

NOTE:
SEE DRAWING FOR LOCATION OF CONCRETE JOINTS. EXPANSION JOINTS ARE TO BE PLACED AT JUNCTURE WITH ALL VERTICAL SURFACES AND CHANGES IN MATERIAL, UNLESS OTHERWISE INDICATED EXPANSION JOINT MAXIMUM SPACING SHALL NOT EXCEED 3 TIMES THE WIDTH OF ANY SEGMENT OF CONCRETE. MAXIMUM AREA OF CONCRETE WITHOUT AN EXPANSION JOINT SHALL NOT EXCEED 120 SF. FT. CONTROL JOINTS TO BE SPACED A DISTANCE EQUIVALENT TO THE WIDTH OF SIDEWALK - IF NOT SHOWN ON PLAN.



5 CONCRETE JOINTS
6" = 1'-0" P-MU-CAS-01



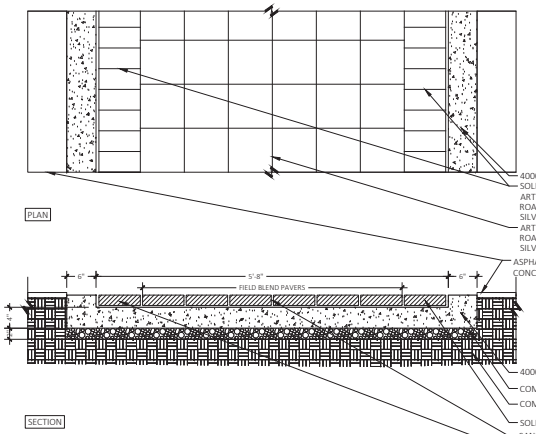
PEDESTRIAN SIDEWALK WITH PICTURE FRAME FINISH

BORDER: 4" SMOOTH TROWELLED EDGE
FIELD: LIGHT BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL

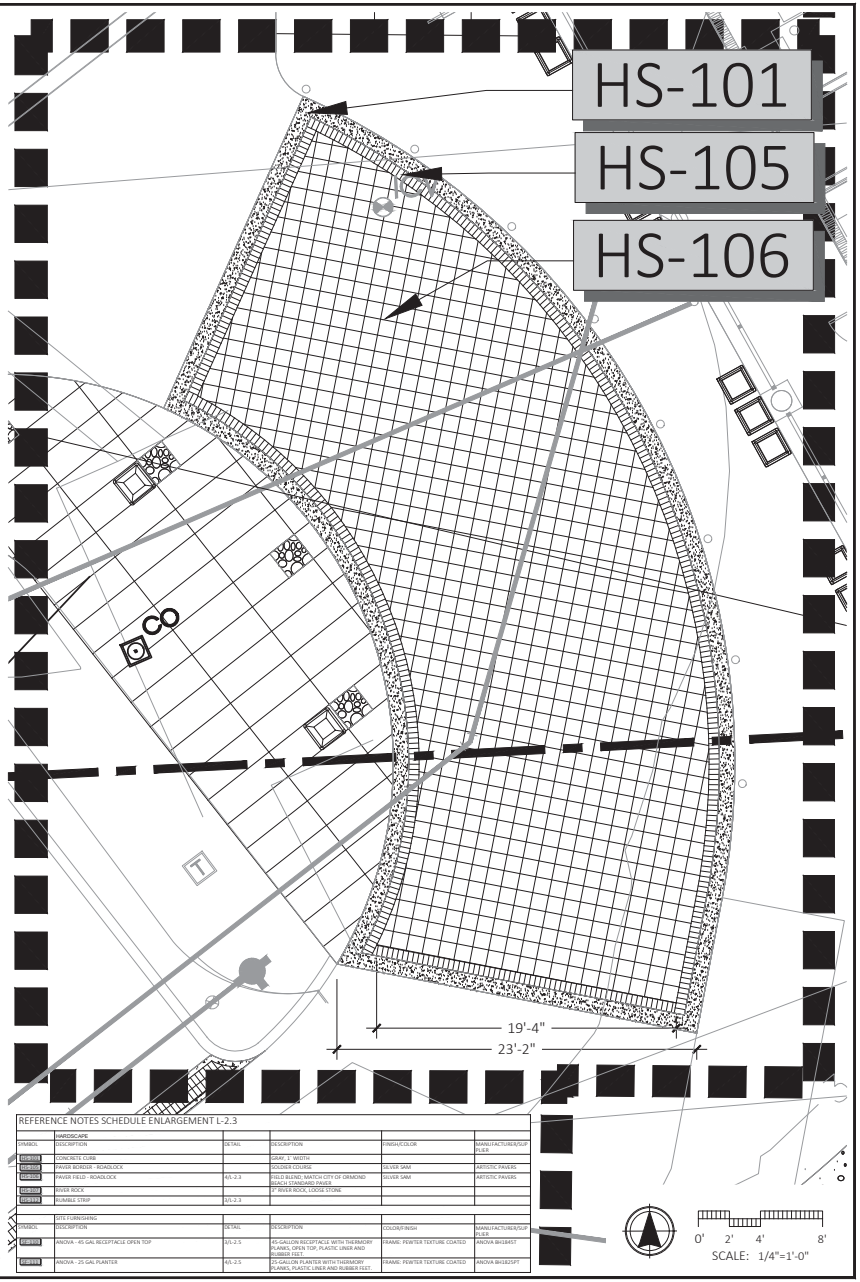
2 CONCRETE SIDEWALK
1/2" = 1'-0" P-MU-CAS-04



4 ROADLOCK CUT SHEET
1" = 1" P-MU-CAS-25



1 CROSSWALK
1" = 1'-0" P-MU-CAS-20



REFERENCE NOTES SCHEDULE ENLARGEMENT L-2.3

	HARDSCAPE				
SYMBOL	DESCRIPTION	DETAIL	DESCRIPTION	FINISH/COLOR	MANUFACTURER/SUPPLIER
[redacted]	CONCRETE CURB		GRAY, 1' WIDTH		
[redacted]	PAVER BORDER - ROADLOCK		SOLDIER COURSE	SILVER SAM	ARTISTIC PAVERS
[redacted]	PAVER FIELD - ROADLOCK	A/L-2.3	FIELD BLEND; MATCH CITY OF ORMOND BEACH STANDARD PAVER	SILVER SAM	ARTISTIC PAVERS
[redacted]	RIVER ROCK		4" RIVER ROCK, LOOSE STONE		
[redacted]	RUMBLE STRIP	A/L-2.3			
	SITE FURNISHING				
SYMBOL	DESCRIPTION	DETAIL	DESCRIPTION	COLOR/FINISH	MANUFACTURER/SUPPLIER
[redacted]	ANOVA - 45 GAL RECEPTACLE OPEN TOP	A/L-2.5	45-GALLON RECEPTACLE WITH THERMORY PLANKS, OPEN TOP, PLASTIC LINER AND RUBBER FEET.	FRAME: PEWTER TEXTURE COATED	ANOVA BH1845T
[redacted]	ANOVA - 25 GAL PLANTER	A/L-2.5	25-GALLON PLANTER WITH THERMORY PLANKS, PLASTIC LINER AND RUBBER FEET.	FRAME: PEWTER TEXTURE COATED	ANOVA BH1825PT

0' 2' 4' 8'
SCALE: 1/4"=1'-0"

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LANDSCAPE ARCHITECT OF RECORD
Jeremy Marquis, RLA (LA6667110)
DRAWN BY: [redacted]

CASSEN PARK
1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174
HARDSCAPE DETAILS - PAVEMENT

REV	DESCRIPTION	DATE
	100%	07/30/24
	5+5 Set	05/15/24
	90% SUBMITTAL	03/14/24
	60% SUBMITTAL	12/15/23

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PRIME PROJECT #:
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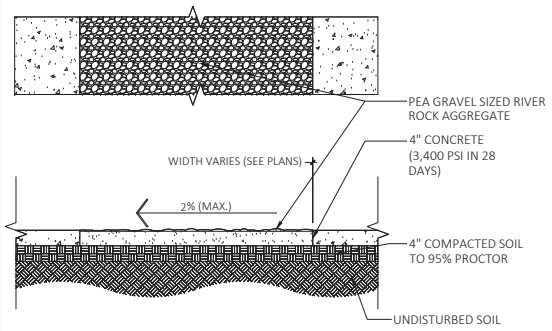
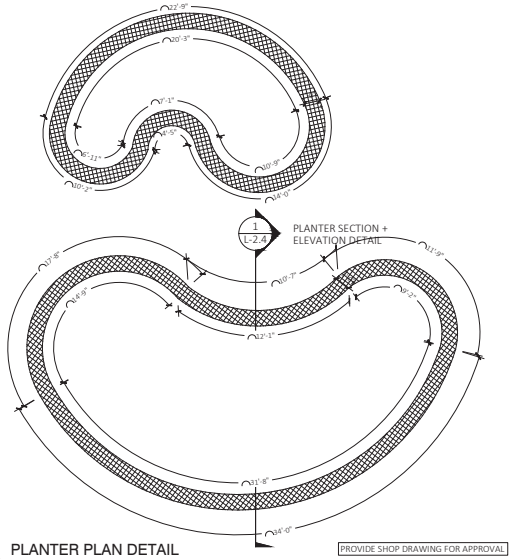
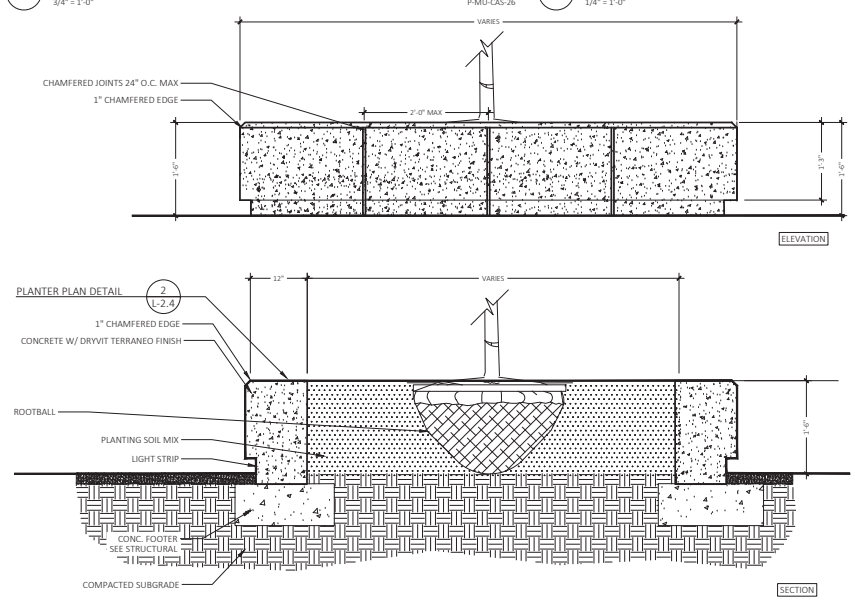


3 EXPOSED AGGREGATE CONCRETE
3/4" = 1'-0"
P-MU-CAS-26

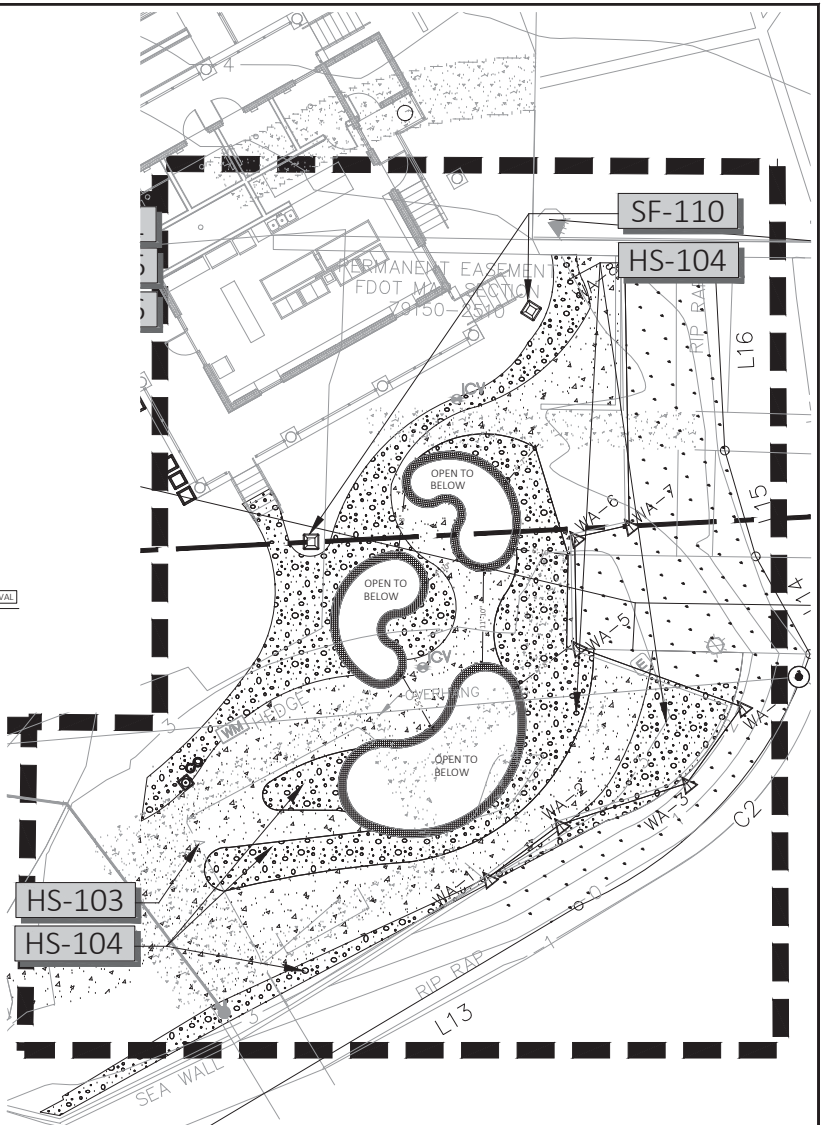


2 PLANTER PLAN DETAIL
1/4" = 1'-0"
P-MU-CAS-24

PROVIDE SHOP DRAWING FOR APPROVAL



1 PLANTER SECTION + ELEVATION DETAIL
1" = 1'-0"
P-MU-CAS-03



REFERENCE NOTES SCHEDULE ENLARGEMENT 03

	HARDSCAPE					
SYMBOL	DESCRIPTION	QTY	DETAIL	DESCRIPTION		
HS-101	CONCRETE PLAZA	1,586 SF				
HS-102	EXPOSED RIVER ROCK AGGREGATE CONCRETE	1,416 SF	3/L-2.4			
HS-103	PLANTER WALLS	167 SF	1/L-2.4			
	SITE FURNISHING					
SYMBOL	DESCRIPTION	QTY	DETAIL	DESCRIPTION	COLOR/FINISH	MANUFACTURER/SUPPLIER
FR-110	ANOVA - 45 GAL RECEPTACLE OPEN TOP	2	3/L-2.5	45-GALLON RECEPTACLE WITH THERMORY PLANKS, OPEN TOP, PLASTIC LINER AND RUBBER FEET.	FRAME: PEWTER TEXTURE COATED	ANOVA BH1845T
FR-111	ANOVA - 25 GAL PLANTER	3	4/L-2.5	25-GALLON PLANTER WITH THERMORY PLANKS, PLASTIC LINER AND RUBBER FEET.	FRAME: PEWTER TEXTURE COATED	ANOVA BH1825PT

0' 2' 4' 8'
SCALE: 1/4"=1'-0"

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Jeremy Marquis, RLA (LA6667110)
DRAWN BY: JM / JS / PCS / JS / EG

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LANDSCAPE ARCHITECTURE
LAND PLANNING
ENVIRONMENTAL DESIGN

CASSEN PARK
1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174
HARDSCAPE DETAILS - PLANTER PLAZA

REV	DESCRIPTION	DATE
	100%	07/30/24
	5+5 Set	05/15/24
	90% SUBMITTAL	03/14/24
	60% SUBMITTAL	12/15/23

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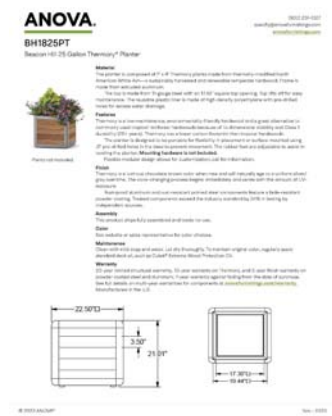
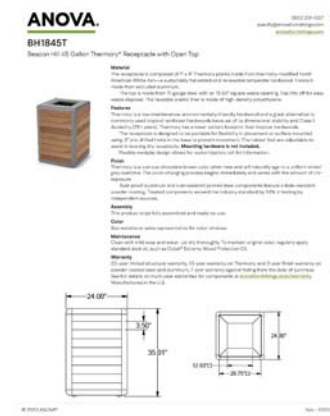
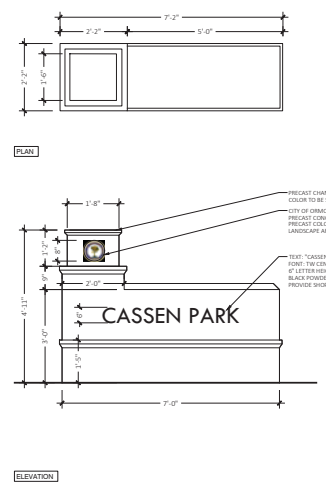


3 25 GAL PLANTER
1" = 1"
P-MU-CAS-28



2 45 GAL RECEPTACLE OPEN TOP
1" = 1"
P-MU-CAS-27



1 ENTRY SIGN OPTION B
1/2" = 1'-0"
P-MU-CAS-23

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Jeremy Marquis, RLA (LA6667110)
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the signature and seal of a registered landscape architect is required before then signing and sealing any individual work."

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LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
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CASSEN PARK

1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174

HARDSCAPE DETAILS

REV	DESCRIPTION	DATE
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	60% SUBMITTAL	12/15/23

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REFERENCE NOTES SCHEDULE

	HARDSCAPE				
SYMBOL	DESCRIPTION	DETAIL	DESCRIPTION	FINISH/COLOR	MANUFACTURER/SUPPLIER
HS-101	CONCRETE CURB		GRAY, 1` WIDTH		
HS-102	CONCRETE SIDEWALK - TOOLED	2/L-2.3			
HS-103	CONCRETE PLAZA				
HS-104	EXPOSED RIVER ROCK AGGREGATE CONCRETE	3/L-2.4			
HS-105	PAVER BORDER - ROADLOCK		SOLDIER COURSE	SILVER SAM	ARTISTIC PAVERS
HS-106	PAVER FIELD - ROADLOCK	4/L-2.3	FIELD BLEND; MATCH CITY OF ORMOND BEACH STANDARD PAVER	SILVER SAM	ARTISTIC PAVERS
HS-107	RIVER ROCK		3" RIVER ROCK, LOOSE STONE		
HS-108	PLANTER WALLS	1/L-2.4			
HS-109	RELOCATED VETERANS MONUMENT				
HS-110	MEMORIAL WALL	3/L-2.2	CONCRETE		
HS-111	RELOCATD FLAG POLE				
HS-112	RUMBLE STRIP	3/L-2.3			
HS-113	EDGING		8" PERMALOC CLEANLINE ALUMINUM EDGING		
	SITE FURNISHING				
SYMBOL	DESCRIPTION	DETAIL	DESCRIPTION	COLOR/FINISH	MANUFACTURER/SUPPLIER
SF-110	ANOVA - 45 GAL RECEPTACLE OPEN TOP	2/L-2.5	45-GALLON RECEPTACLE WITH THERMORY PLANKS, OPEN TOP, PLASTIC LINER AND RUBBER FEET.	FRAME: PEWTER TEXTURE COATED	ANOVA BH1845T
SF-111	ANOVA - 25 GAL PLANTER	3/L-2.5	25-GALLON PLANTER WITH THERMORY PLANKS, PLASTIC LINER AND RUBBER FEET.	FRAME: PEWTER TEXTURE COATED	ANOVA BH1825PT

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Jeremy Marquis, RLA (LA6667110)

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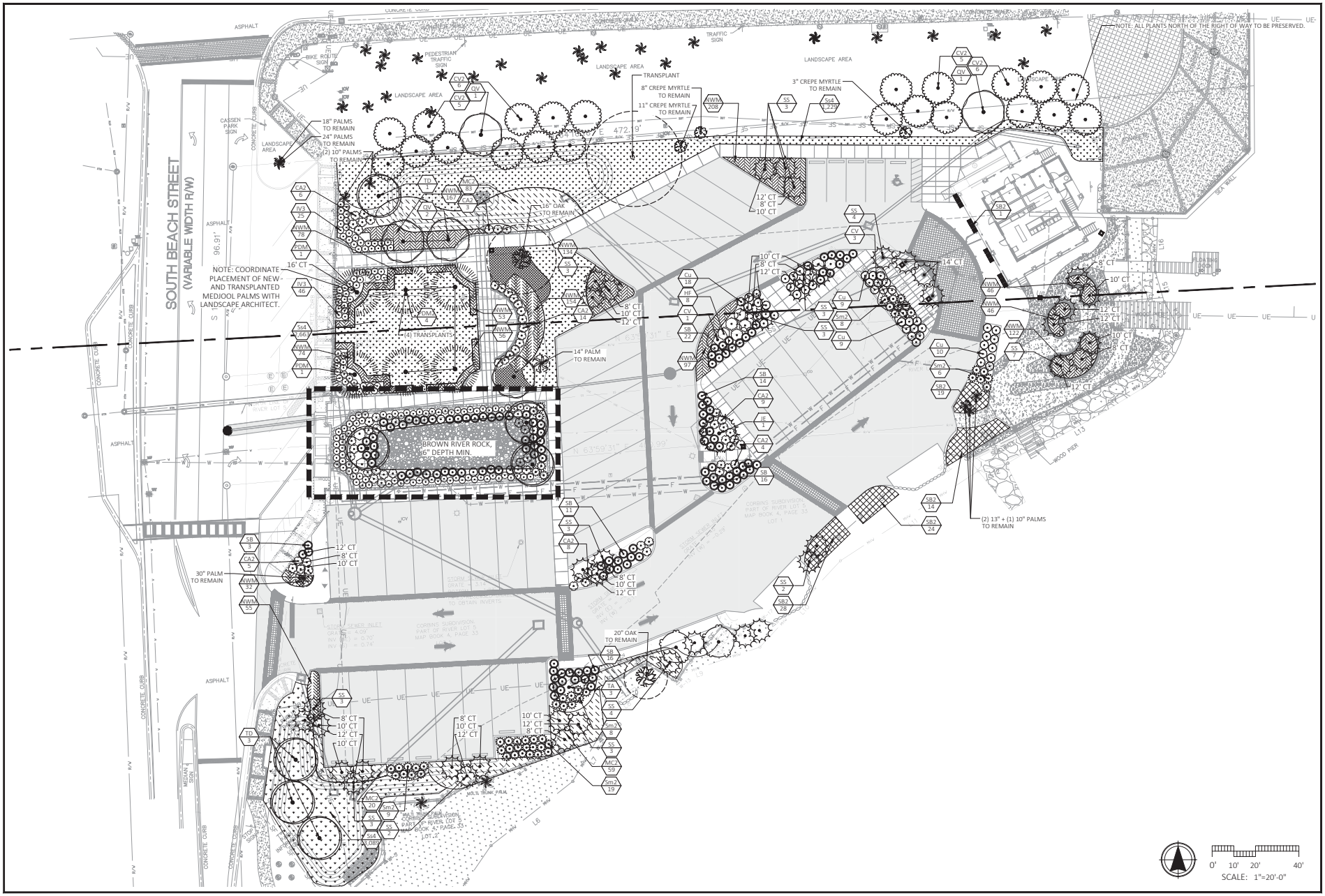

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Jeremy Marquis, RLA (LA6667110)

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LANDSCAPE ARCHITECTS
PLANNERS
ENVIRONMENTAL CONSULTANTS

CASSEN PARK

1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174

LANDSCAPE PLAN

REV	DESCRIPTION	DATE
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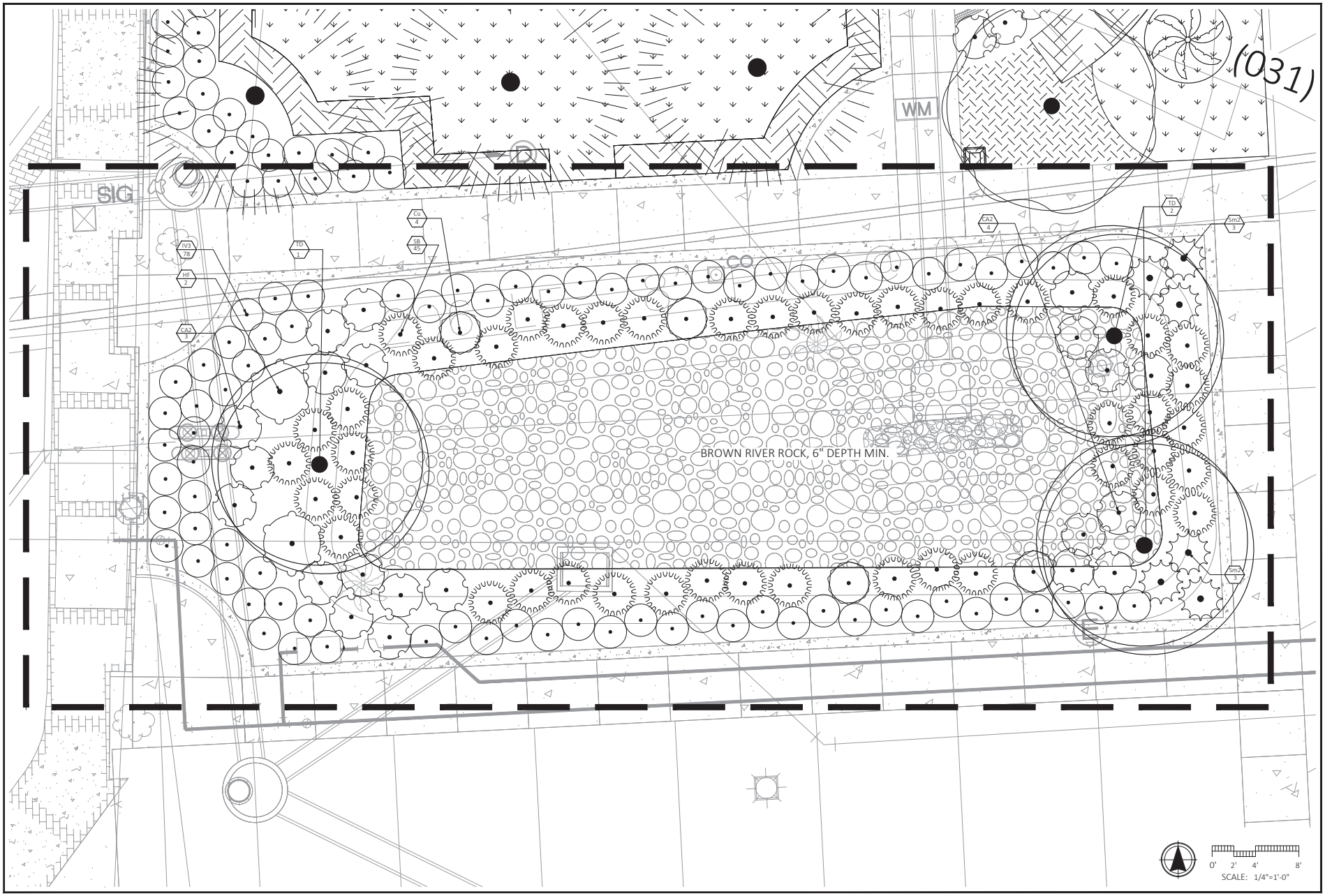

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LANDSCAPE ARCHITECT OF RECORD
Jeremy Marquis, RLA (LA6667110)
DRAWN BY: JM, JR, PS, DS, NS, EG

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CASSEN PARK

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LANDSCAPE PLAN ENLARGEMENT - FORMAL GARDEN

REV	DESCRIPTION	DATE
	100%	07/12/24
	5+5 Set	05/15/24
	90% SUBMITTAL	03/14/24
	60% SUBMITTAL	12/15/23

SIZE: ANSI D
PRIME PROJECT #:
ML+H PROJECT #: 23.02.00

DRAWING NO. L-3.2

NOT FOR CONSTRUCTION; FOR COORDINATION, REVIEW, AND BIDDING PURPOSES ONLY.

Tuesday, July 30, 2024
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Tuesday, July 30, 2024

NOT FOR CONSTRUCTION; FOR COORDINATION, REVIEW, AND BIDDING PURPOSES ONLY.

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	CAL	HEIGHT	NATIVE		QTY
TREES								
	CV2	CHIONANTHUS VIRGINICUS / WHITE FRINGETREE	B&B	4"	6`	YES		22
	JE	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR	SPECIMEN, RPG	4"	10`	YES		1
	PDM	PHOENIX DACTYLIFERA `MEDJOOL` / DATE PALM	B&B	12"	16` CT. MATCHED	NO		2
	PDM2	PHOENIX DACTYLIFERA `MEDJOOL` / DATE PALM	B&B	12"	16` CT. MATCHED	NO		4
	QV	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	B&B	4"	14`-16`	YES		5
	SS	SABAL PALMETTO / CABBAGE PALMETTO	B&B; REGENERATED	12"	8` - 15` CT (SEE PLAN)	YES		44
	TA	TAXODIUM ASCENDENS / POND CYPRESS	B&B	2.5"	10`	YES		3
	TD	TAXODIUM DISTICHUM / BALD CYPRESS	B&B	2.5"	10`	YES		7
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	HEIGHT	SPREAD	NATIVE	SPACING	QTY
SHRUBS								
	CV	CHIONANTHUS VIRGINICUS / WHITE FRINGETREE	7 GAL.	3`-4`	10`	YES	120" o.c.	4
	Cu	COCCOLOBA UVIFERA / SEA GRAPE	7 GAL.	3`	24"	YES	48" o.c.	50
	CA2	CRINUM AMERICANUM / SWAMP LILY	7 GAL.	2`-3`	42"	YES	48" o.c.	70
	HF	HAMELIA PATENS / FIREBUSH	3 GAL.	2`-3`	36"	YES	72" o.c.	10
	IV3	ILEX VOMITORIA / YAUPON HOLLY	7 GAL.	2`-3`	36"	YES	36" o.c.	149
	Sm2	SABAL MINOR / DWARF PALMETTO	7 GAL.	2`	24"	YES	48" o.c.	57
	SB	SPARTINA BAKERI / SAND CORDGRASS	3 GAL.	18"	36"	YES	48" o.c.	126
SHRUB AREAS								
	IV2	ILEX VOMITORIA / YAUPON HOLLY	7 GAL.	2`-3`	36"	YES	48" o.c.	86
	MC2	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	1 GAL.	18"	36"	YES	48" o.c.	328
	NWM	NATIVE WILDFLOWER MIX / COREOPSIS, ECHINACEA,	1 GAL.	12"	12"	YES	18" o.c.	1,322
	SB2	SPARTINA BAKERI / SAND CORDGRASS	1 GAL.	18"	36"	YES	36" o.c.	114
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT				SPACING	QTY
GROUND COVERS								
	Ss4	STENOTAPHRUM SECUNDATUM `CITRABLUE` / CITRABLUE ST. AUGUSTINE GRASS	SOD				12" o.c.	11,523

SCHEDULE NOTES: QUANTITIES ARE APPROXIMATE FOR CONTRACTOR CONVENIENCE ONLY. PLEASE VERIFY COMPLETE QUANTITIES FOR MATERIALS.

SITE DATA

ALL OTHER ZONING

0.74 ACRES = 32, 324 SQ FT

1 TREE/ 400 SQ FT LANDSCAPE AREA

32,324 / 400 = 81 TREES REQUIRED

TREES ON PLAN:

EXISTING: 27

PROPOSED: 55

TOTAL: 82

01 ADDITIONAL TREES BEYOND REQUIRED

SINGLE FAMILY/DUPLEX/REA ZONING

0.74 ACRES = 32, 324 SQ FT

1 TREE/ 1500 SQ FT LANDSCAPE AREA

32,324 / 1500 = 22 TREES REQUIRED

TREES ON PLAN:

EXISTING: 27

PROPOSED: 55

TOTAL: 82

60 ADDITIONAL TREES BEYOND REQUIRED

GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE LANDSCAPE BED PREPARATION, INCLUDING REMOVAL AND DISPOSAL OF EXISTING LANDSCAPE AND TREES (TREES TO REMAIN ARE NOTED ON PLAN). CONTRACTOR SHALL PULL ANY APPLICABLE PERMITS, SUCH AS TREE REMOVAL PERMIT.
2. SPRAY DOWN BASE OF BUILDING TO REMOVE SOIL FROM CONSTRUCTION ACTIVITIES.
3. PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR GRADE #1 OR BETTER AS GIVEN IN THE LATEST "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES . PLANT SIZE IS TO TAKE PRECEDENCE OVER CONTAINER SIZE.
4. ALL TREES AND SHRUBS ARE TO BE POSITIONED VERTICALLY REGARDLESS OF THE SLOPE OF THE GROUND IN WHICH THEY ARE PLANTED. BERMS ARE TO BE CONSTRUCTED AT RIGHT ANGLES TO THE TREE OR SHRUB OR IN A MANNER IN WHICH THEY WILL MOST EFFECTIVELY SERVE THE PURPOSE OF RETAINING WATER AT THE BASE OF THE PLANT.
5. WEEDS ARE TO BE ADEQUATELY AND PROPERLY TREATED AND REMOVED PRIOR TO LANDSCAPE INSTALLATION. ALL SOIL AMENDMENTS SHOULD BE CERTIFIED AS WEED-FREE FROM THE SUPPLIER.
6. LANDSCAPE MATERIAL IS TO BE MAINTAINED BY THE LANDSCAPE CONTRACTOR (INCLUDING MOWING, PRUNING, AND WEEDING) UNTIL PLANTING IS APPROVED BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE CONTRACTOR MUST PROVIDE: (A.) A WARRANTY ON ALL TREES AND PALMS FOR A PERIOD OF (12) TWELVE MONTHS. (B.) A WARRANTY ON ALL SHRUBS AND GROUNDCOVERS FOR A PERIOD OF (12) TWELVE MONTHS. (C.) GUIDELINES FOR PROPER MAINTENANCE.
7. TREES SHALL NOT BE PLANTED CLOSER THAN 7.5' FROM THE CENTERLINE OF UNDERGROUND UTILITIES; ADJUST IN THE FIELD IF NEEDED.
8. BALLED AND BURLAPPED STRAPPING WIRE, AND ANY SYNTHETIC MATERIAL, SHALL BE REMOVED PRIOR TO FINAL INSPECTION. WIRE BASKETS SHOULD BE PULLED AWAY FROM THE TRUNK.
9. CONTRACTOR SHALL SCARIFY SOIL TO A DEPTH OF 12" IN AREAS WITH COMPACTED SOIL. CONTRACTOR SHALL EXCAVATE AND DISPOSE OF ALL STONE, DEBRIS AND BASE MATERIAL FROM PREVIOUS PARKING AREAS. BACK FILL WITH TOP SOIL WITH HIGH ORGANIC CONTENT AND CERTIFIED WEED FREE.

COORDINATION WITH PROJECT WORK

1. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER WORK THAT MAY IMPACT THE COMPLETION OF THE WORK.
2. PRIOR TO THE START OF WORK, PREPARE A DETAILED SCHEDULE OF THE WORK FOR COORDINATION WITH OTHER TRADES.
3. COORDINATE THE RELOCATION OF ANY IRRIGATION LINES, HEADS OR THE CONDUITS OF OTHER UTILITY LINES THAT ARE IN CONFLICT WITH TREE LOCATIONS. ROOT BALLS SHALL NOT BE ALTERED TO FIT AROUND LINES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS ENCOUNTERED.

LAYOUT AND PLANTING SEQUENCE

1. RELATIVE POSITIONS OF ALL PLANTS AND TREES ARE SUBJECT TO APPROVAL OF THE LANDSCAPE ARCHITECT.
2. NOTIFY THE LANDSCAPE ARCHITECT, ONE (1) WEEK PRIOR TO LAYOUT. LAYOUT ALL INDIVIDUAL TREE AND SHRUB LOCATIONS. PLACE PLANTS ABOVE SURFACE AT PLANTING LOCATION OR PLACE A LABELED STAKE AT PLANTING LOCATION. LAYOUT BED LINES WITH PAINT FOR THE LANDSCAPE ARCHITECT'S APPROVAL. SECURE THE LANDSCAPE ARCHITECT'S ACCEPTANCE BEFORE DIGGING AND START OF PLANTING WORK.

TREE DATA

ONLY TREES TO REMAIN AND PROPOSED ARE INCLUDED IN CALCULATIONS BELOW.

TREES ON PLAN:

(QTY) TYPE (RATIO)

(08) EXISTING TREES	= 08 TREES
(04) EXISTING MEDJOOL PALMS (1:1)	= 04 TREES
(44) EXISTING PALMS (3:1)	= 15 TREES
(02) PROPOSED MEDJOOL PALMS (1:1)	= 02 TREES
(44) PROPOSED PALMS (3:1)	= 15 TREES
(10) PROPOSED TREES AT 2.5" (1 CREDIT)	= 10 TREES
(28) PROPOSED TREES AT 4" (3 CREDITS)	= 28 TREES
TOTAL TREES PROVIDED	= 82 TREES

PLANTING GUIDELINES: TREES, SHRUBS & GROUNDCOVER

1. ASSURE THAT SOIL MOISTURE IS WITHIN THE REQUIRED LEVELS PRIOR TO PLANTING. IRRIGATION, IF REQUIRED, SHALL NOT BE APPLIED LESS THAN 12 HOURS PRIOR TO PLANTING TO AVOID PLANTING IN MUDDY SOILS.
2. ASSURE THAT SOIL GRADES IN THE BEDS ARE SMOOTH AND AS SHOWN ON THE PLANS.
3. PLANTS SHALL BE PLANTED IN EVEN, TRIANGULARLY SPACED ROWS, AT THE INTERVALS CALLED OUT FOR ON THE DRAWINGS, UNLESS OTHERWISE NOTED.
4. DIG PLANTING HOLES TWO TIMES (2x) THE WIDTH OF THE ROOT BALL AND BACK FILL WITH PLANTING MIX. SEE "SOIL MIX" GUIDELINES.
5. PRESS SOIL TO BRING THE ROOT SYSTEM IN CONTACT WITH THE SOIL.
6. SPREAD ANY EXCESS SOIL AROUND IN THE SPACES BETWEEN PLANTS.
7. APPLY MULCH TO THE BED BEING SURE NOT TO COVER THE TOPS OF THE PLANTS WITH OR THE TOPS OF THE ROOT BALL WITH MULCH.
8. WATER EACH PLANTING AREA AS SOON AS THE PLANTING IS COMPLETED. APPLY ADDITIONAL WATER TO KEEP THE SOIL MOISTURE AT THE REQUIRED LEVELS. DO NOT OVER WATER.

PALM PLANTING

1. PALM TREES SHALL BE PLACED AT GRADE MAKING SURE NOT TO PLANT THE TREE ANY DEEPER IN THE GROUND THAN THE PALM TREES ORIGINALLY STOOD.
2. THE TREES SHALL BE PLACED WITH THEIR VERTICAL AXIS IN A PLUMB POSITION.
3. ALL BACKFILL SHALL BE NATIVE SOIL EXCEPT IN CASES WHERE PLANTING IN ROCK. WATER-SETTLE THE BACK FILL.
4. DO NOT COVER ROOT BALL WITH MULCH OR TOPSOIL.
5. PROVIDE A WATERING BERM AT EACH PALM. BERMS SHALL EXTEND A MINIMUM OF 18 INCHES OUT FROM THE TRUNK ALL AROUND AND SHALL BE A MINIMUM OF (6) INCHES HIGH.
6. REMOVE TWINE WHICH TIES FRONDS TOGETHER AFTER PLACING PALM IN PLANTING HOLE AND SECURING IT IN THE UPRIGHT POSITION.

PRUNING OF TREES AND SHRUBS

1. IF PRUNING OF EXISTING TREES OR PLANT MATERIAL IS REQUIRED THE CONTRACTOR SHALL ADHERE TO ANSI Z133.1 STANDARDS FOR TREE CARE AND INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) BEST MANAGEMENT PRACTICES.

MULCHING OF PLANTS

1. SCHEDULE THE PLANTING TO OCCUR PRIOR TO APPLICATION OF THE MULCH. IF THE BED IS ALREADY MULCHED, PULL THE MULCH FROM AROUND THE HOLE AND PLANT INTO THE SOIL. DO NOT PLANT THE ROOT SYSTEM IN THE MULCH. PULL MULCH BACK SO IT IS NOT ON THE ROOT BALL SURFACE.
2. APPLY A MINIMUM OF 3 INCHES DEPTH OF SHREDDED HARDWOODS OR PINE BARK MULCH BEFORE SETTLEMENT, COVERING THE ENTIRE PLANTING BED AREA. INSTALL NO MORE THAN 1 INCH OF MULCH OVER THE TOP OF THE ROOT BALLS OF ALL PLANTS. TAPER TO 2 INCHES WHEN ABUTTING PAVEMENT.
3. FOR TREES PLANTED IN LAWN AREAS THE MULCH SHALL EXTEND TO A 5 FOOT RADIUS AROUND THE TREE OR TO THE EXTENT INDICATED ON THE PLANS AND SPACED AT LEAST SIX INCHES AWAY FROM THE TREE TRUNK. MULCH TREES IN TURF AREAS PRIOR TO SOD INSTALLATION.
4. LIFT ALL LEAVES, LOW HANGING STEMS AND OTHER GREEN PORTIONS OF SMALL PLANTS OUT OF THE MULCH IF COVERED.

TREE RELOCATION

1. TREES TO BE RELOCATED SHALL BE HELD ON SITE IN THE AREA NORTH OF THE MAIN LAWN UNTIL FINAL RELOCATION.
2. CONTRACTOR TO PROVIDE TREE SPADE FOR TREE RELOCATION.
3. TREES TO BE RELOCATED SHALL BE ROOT PRUNED SIX MONTHS PRIOR TO RELOCATION.
4. CONTRACTOR TO PROVIDE ADDITIONAL IRRIGATION FROM TIME OF ROOT PRUNING TO FINAL RELOCATION FOR ALL TREES TO BE RELOCATED.
5. CONTRACTOR SHALL IRRIGATE RELOCATED TREES UNTIL ESTABLISHED IN FINAL LOCATION.

ML+H
Marquis Latimer + Halback, Inc.
34 Cordova Street, Suite A
St. Augustine, FL 32084
Ph 904.825.6747
www.halback.com
LA6667110 Qualifier

LANDSCAPE ARCHITECT OF RECORD
Jeremy Marquis, RLA (LA6667110)
DRAWN BY: JRM | PC | NS | EG

This item has been digitally signed and sealed by Jeremy Marquis, RLA on the Date and/or Time Stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Per Florida Statutes 61G10-11.010, "a registered landscape architect may sign and seal an index sheet or sheets which identify each individual work for which the signature and seal of a registered landscape architect is required, rather than signing and sealing each individual work."

ZEV COHEN & ASSOCIATES, INC.

CASSEN PARK

1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174

LANDSCAPE SCHEDULE & NOTES

REV	DESCRIPTION	DATE
	100%	07/12/24
	S+S Set	05/15/24
	90% SUBMITTAL	03/14/24
	60% SUBMITTAL	12/15/23

SIZE: ANSI D
PRIME PROJECT #:
ML+H PROJECT #: 23.02.00

DRAWING NO. L-3.3

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SPECIMEN TREE CALCULATIONS

Address	1 SOUTH BEACH STR	Date	07.05.2024
Lot size sq ft	32324	Min Trees	21.5
acreage	0.74	saved/acre	0.0
Saved trees			

SPECIMEN TREES BEING REMOVED

Caliper	Variety	Quantity	4 1/2" equiv. each	4 1/2" total	Tree fund equiv. Ea.	Tree fund total
17	LIVE OAK	1	4	4	$ 27.00	$ 108.00
18	LIVE OAK	1	4	4	$ 27.00	$ 108.00
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
		TOTAL MITIGATION	8		TOTAL	$ 216.00

SPECIMEN TREES BEING SAVED

Caliper	Variety	Quantity	4 1/2" equiv. each	4 1/2" total	Tree fund equiv. Ea.	Tree fund total
16	LIVE OAK	1	4	4	$ 27.00	$ 108.00
34	LIVE OAK	1	8	8	$ 27.00	$ 216.00
22	LIVE OAK	1	5	5	$ 27.00	$ 135.00
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
				0		$ -
		TOTAL CREDITS	-17		TOTAL	$ (459.00)

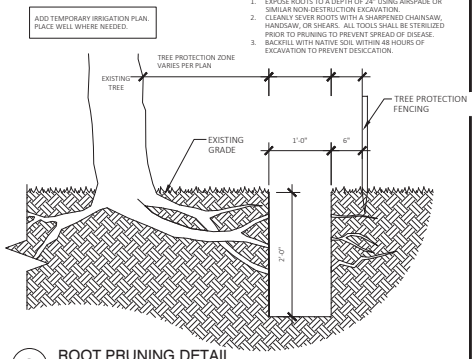
TOTAL MITIGATION	8		$ 216.00
TOTAL CREDITS	-17		$ (459.00)
4 1/2" to plant	-9	OR Donation OF	$ -

TREE DATA

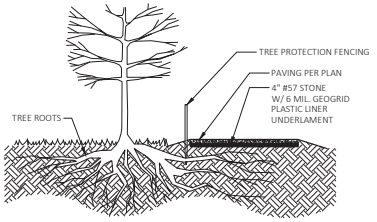
TREE NUMBER	TREE SPECIE	TREE DBH (IN)	PROPOSED PLAN OF ACTION	SPECIMEN TREE?	REMOVED TREE INCHES REQUIRING MITIGATION	TREE INCHES PRESERVED
001	PALM	18	TO REMAIN			18
002	PALM	18	TO REMAIN			18
003	PALM	18	TO REMAIN			18
004	PALM	18	TO REMAIN			18
005	PALM	18	TO REMAIN			18
006	PALM	20	TO REMAIN			20
007	PALM	15	TO REMAIN			15
008	PALM	15	TO REMAIN			15
009	PALM	15	TO REMAIN			15
010	PALM	10	TO REMAIN			10
011	PALM	13	TO REMAIN			13
012	PALM	11	TO REMAIN			11
013	PALM	32	TO REMAIN			32
014	PALM	28	TO REMAIN			28
015	PALM	36	TO REMAIN			36
016	PALM	9	TO REMAIN			9
017	PALM	15	TO REMAIN			15
018	PALM	9	TO REMAIN			9
019	PALM	29	TO REMAIN			29
020	PALM	10	TO REMAIN			10
021	PALM	22	TO REMAIN			22
022	PALM	22	TO REMAIN			22
023	PALM	13	TO REMAIN			13
024	PALM	13	TO REMAIN			13
025	PALM	40	TO REMAIN			40
026	PALM	30	TO REMAIN			30
027	PALM	18	TO REMAIN			18
028	PALM	24	TO REMAIN			24
029	PALM	10	TO REMAIN			10
030	PALM	10	TO REMAIN			10
031	PALM	14	TO BE RELOCATED			14
032	CREPE MYRTLE	3	TO REMAIN			3
033	CREPE MYRTLE	8	TO REMAIN			8
034	CREPE MYRTLE	8	TO REMAIN			8
035	CREPE MYRTLE	11	TO REMAIN			11
036	OAK	16	TO REMAIN	YES		16
037	PALM	13	TO REMAIN			13
038	PALM	13	TO REMAIN			13
039	PALM	10	TO REMAIN			10
040	PALM	30	TO REMAIN			30
041	OAK	34	TO REMAIN	YES		34
042	PALM	13	TO REMAIN			13
043	PALM	8	TO REMAIN			8
044	PALM	13	TO REMAIN			13
045	PALM	9	TO REMAIN			9
046	PALM	10	TO REMAIN			10
047	PALM	12	TO REMAIN			12
048	PALM	12	TO REMAIN			12
049	PALM	8	TO REMAIN			8
050	PALM	8	TO REMAIN			8
051	PALM	9	TO REMAIN			9
052	OAK	22	TO BE RELOCATED	YES		22
053	PALM	9	TO BE REMOVED		9	
054	PALM	8	TO BE REMOVED		8	
055	PALM	11	TO BE REMOVED		11	
056	PALM	11	TO BE REMOVED		11	
057	PALM	13	TO BE REMOVED		13	
058	PALM	10	TO BE REMOVED		10	
059	PALM	13	TO BE REMOVED		13	
060	PALM	11	TO BE REMOVED		11	
061	PALM	12	TO BE REMOVED		12	
062	PALM	11	TO BE REMOVED		11	
063	PALM	18	TO BE REMOVED		18	
064	PALM	13	TO BE RELOCATED			13
065	OAK	17	TO BE REMOVED	YES	17	
066	OAK	10	TO BE REMOVED		10	
067	OAK	10	TO BE REMOVED		10	
068	OAK	18	TO BE REMOVED	YES	18	
069	PALM	24	TO REMAIN			24
070	PALM	15	TO BE REMOVED		15	
071	PALM	12	TO BE RELOCATED			12
072	PALM	13	TO BE REMOVED		13	
073	PALM	14	TO BE REMOVED		14	
074	PALM	13	TO BE REMOVED		13	
075	PALM	11	TO BE REMOVED		11	
076	PALM	11	TO BE REMOVED		11	
077	PALM	11	TO BE REMOVED		11	
078	PALM	15	TO BE REMOVED		15	
079	PALM	12	TO BE REMOVED		12	
080	PALM	11	TO BE REMOVED		11	
081	PALM	8	TO BE REMOVED		8	
082	CREPE MYRTLE	7	TO BE REMOVED		7	
083	CREPE MYRTLE	7	TO BE REMOVED		7	
084	CREPE MYRTLE	7	TO BE REMOVED		7	
085	CREPE MYRTLE	4	TO BE REMOVED		4	
086	CREPE MYRTLE	4	TO BE REMOVED		4	
087	OAK	20	TO REMAIN			20
088	OAK	20	TO BE REMOVED		20	
089	PALM		TO REMAIN			
090	PALM		TO REMAIN			
TOTALS					365	912

ROOT PRUNING NOTES

1. EXPOSE ROOTS TO A DEPTH OF 24" USING AIRSPADE OR SIMILAR NON-DESTRUCTION EXCAVATION.
2. CLEANLY SEVER ROOTS WITH A SHARPENED CHAINSAW, HANDSAW, OR SHEARS. ALL TOOLS SHALL BE STERILIZED PRIOR TO PRUNING TO PREVENT SPREAD OF DISEASE.
3. BACKFILL WITH NATIVE SOIL WITHIN 48 HOURS OF EXCAVATION TO PREVENT DESICCATION.

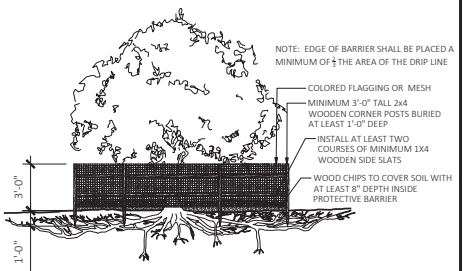


3 ROOT PRUNING DETAIL
1" = 1'-0" P-MU-CAS-31



NOTE: PLASTIC LINER TO EXTEND MIN. 15 L.F. OR TO LIMITS OF DRIPLINE OF EXISTING TREE, WHICHEVER IS GREATER (TYP.)

2 NO DIG ROOT PROTECTION DETAIL
1" = 1" P-MU-CAS-30



1 STANDARD TREE PROTECTION BARRIER
1/4" = 1'-0" P-MU-CAS-29

ML+H
Marquis Latimer + Halback, Inc.
34 Cordova Street, Suite A
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Ph 904.825.6747
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LA6667110 Qualifier

LANDSCAPE ARCHITECT OF RECORD
Jeremy Marquis, RLA (LA6667110)
DRAWN BY: Jeremy Marquis, RLA; PEG

CASSEN PARK
1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174
LANDSCAPE TREE TABLES + DETAILS

REV	DESCRIPTION	DATE
	100%	07/30/24
	5+5 Set	05/15/24
	90% SUBMITTAL	03/14/24
	60% SUBMITTAL	12/15/23

SIZE: ANSI D
PRIME PROJECT #:
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DRAWING NO. L-3.4

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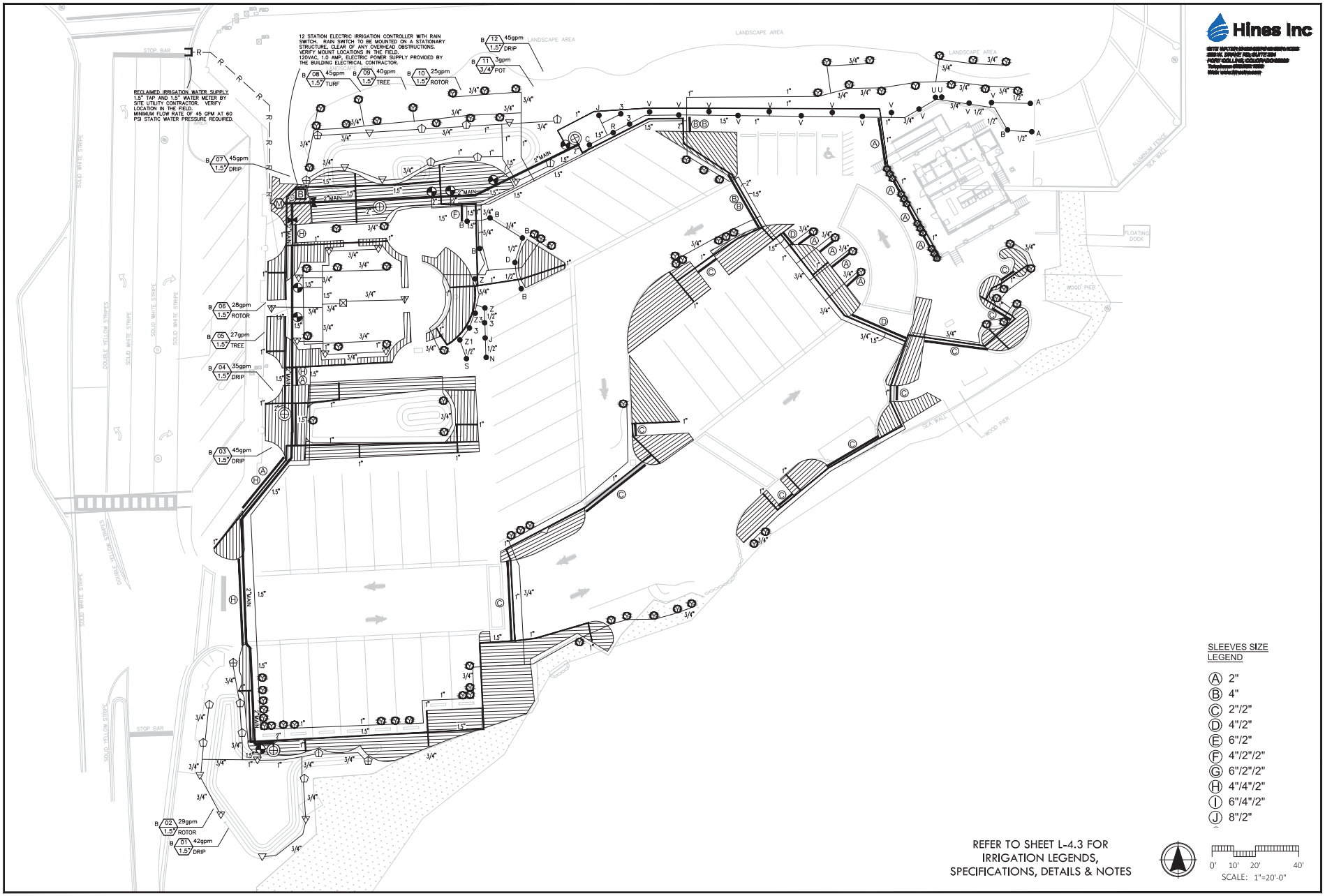

SLEEVES SIZE LEGEND

- Ⓐ 2"
- Ⓑ 4"
- Ⓒ 2"/2"
- Ⓓ 4"/2"
- Ⓔ 6"/2"
- Ⓕ 4"/2"/2"
- Ⓖ 6"/2"/2"
- Ⓗ 4"/4"/2"
- Ⓘ 6"/4"/2"
- Ⓙ 8"/2"

REFER TO SHEET L-4.3 FOR IRRIGATION LEGENDS, SPECIFICATIONS, DETAILS & NOTES

0' 10' 20' 40'
SCALE: 1"=20'-0"

Hines Inc

ML+H
Marquis Latimer + Halback, Inc.
34 Cordova Street, Suite A
St. Augustine, FL 32084
Ph 904.825.6747 www.halback.com
LA6667110 Qualifier

DRAWN BY:

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CASSEN PARK

1 SOUTH BEACH STREET, ORMOND BEACH, FLORIDA, 32174

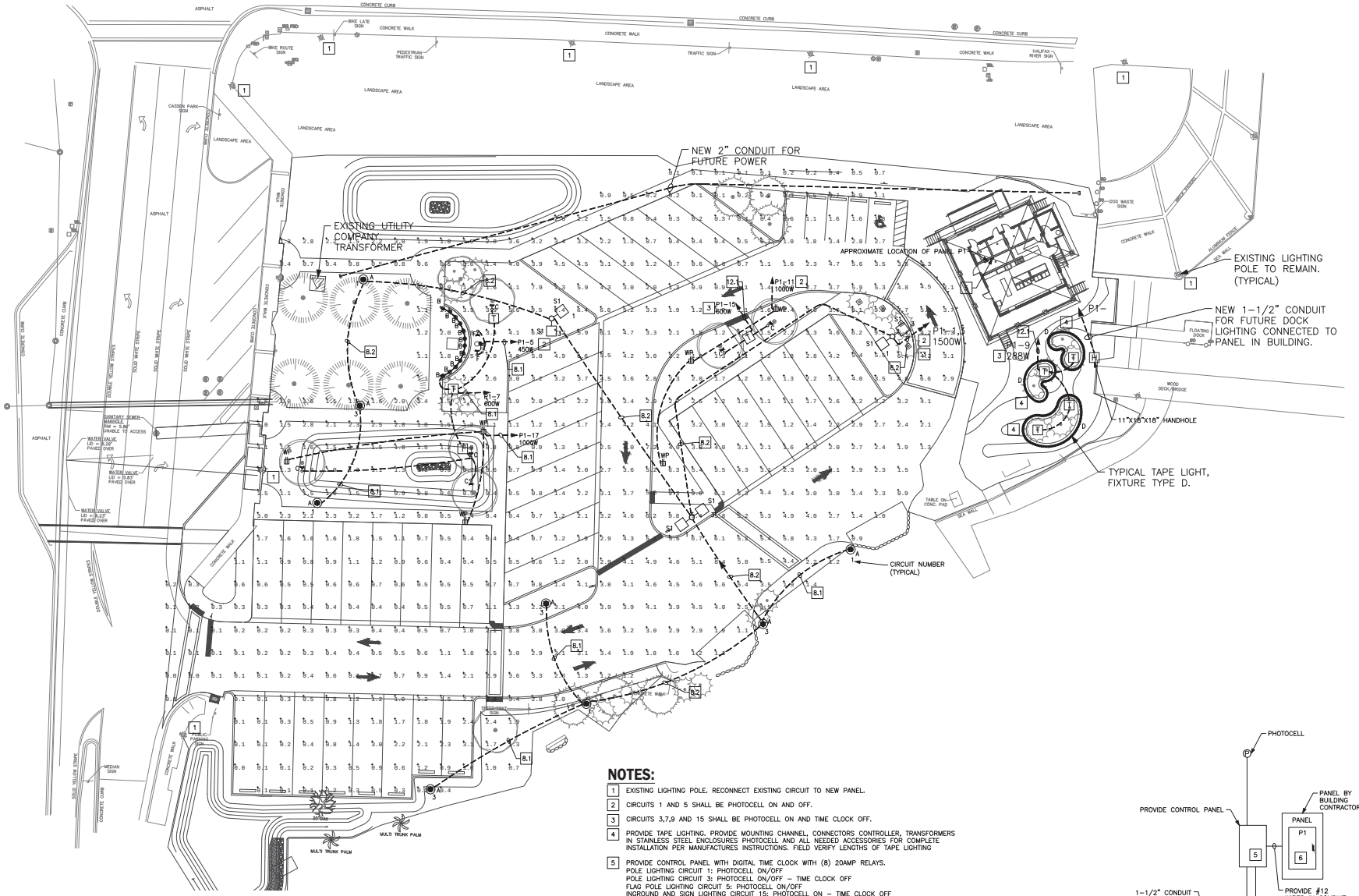
IRRIGATION PLAN

SYM	DESCRIPTION	DATE

SIZE: ANSI D
PRIME PROJECT #:
ML+H PROJECT #: 23.02.00

DRAWING NO.: L-4.1

Tuesday, July 30, 2024
C:\Hines Inc Dropbox\Design\Design PSI Projects\PSI Drawings\Projects 2024\MLH\24-450 Cassen Park\VIRR PLOT.dwg



EXISTING SITE PLAN - ELECTRICAL

GRAPHIC SCALE: 1" = 20'-0"

NOTES:

1. EXISTING LIGHTING POLE. RECONNECT EXISTING CIRCUIT TO NEW PANEL.
2. CIRCUITS 1 AND 5 SHALL BE PHOTOCELL ON AND OFF.
3. CIRCUITS 3,7,9 AND 15 SHALL BE PHOTOCELL ON AND TIME CLOCK OFF.
4. PROVIDE TAPE LIGHTING. PROVIDE MOUNTING CHANNEL, CONNECTORS CONTROLLER, TRANSFORMERS IN STAINLESS STEEL ENCLOSURES PHOTOCELL AND ALL NEEDED ACCESSORIES FOR COMPLETE INSTALLATION PER MANUFACTURES INSTRUCTIONS. FIELD VERIFY LENGTHS OF TAPE LIGHTING
5. PROVIDE CONTROL PANEL WITH DIGITAL TIME CLOCK WITH (8) 20AMP RELAYS.
   POLE LIGHTING CIRCUIT 1: PHOTOCELL ON/OFF
   POLE LIGHTING CIRCUIT 3: PHOTOCELL ON/OFF – TIME CLOCK OFF
   FLAG POLE LIGHTING CIRCUIT 5: PHOTOCELL ON/OFF
   INGROUND AND SIGN LIGHTING CIRCUIT 15: PHOTOCELL ON – TIME CLOCK OFF
6. PROVIDE (8) 1P, 20 AMP CIRCUIT BREAKERS. COORDINATE WITH BUILDING CONTRACTOR.
7. SIZE LOW VOLTAGE CABLE FOR A MAXIMUM OF 3% VOLTAGE DROP.

8.1 3 #8 WIRES IN 1" CONDUIT. 120V CIRCUIT TO BE CONNECTED TO PANEL IN BUILDING. COORDINATE WITH BUILDING PLANS FOR AVAILABLE CIRCUIT NUMBER.

8.2 3S #8 WIRES IN 1" CONDUIT. 120V CIRCUIT TO BE CONNECTED TO PANEL IN BUILDING. COORDINATE WITH BUILDING PLANS FOR AVAILABLE CIRCUIT NUMBER.

12.1 3 #12 WIRES IN 3/4" CONDUIT. 20 AMP, 120V CIRCUIT TO BE CONNECTED TO PANEL IN BUILDING. COORDINATE WITH BUILDING PLANS FOR AVAILABLE CIRCUIT NUMBER.

POWER RISER DIAGRAM

NOT TO SCALE

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NAMIR A. HADDAD P.E. ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ZEV COHEN & ASSOCIATES, INC.
6500 CYPRESS ROAD, SUITE 210
SUNRISE, FLORIDA 33313
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
EC 6145

NO	DATE	BY	SUBMITTALS PROVISION
	7/20/2024		REVISED PER CITY OF ORMOND BEACH COMMENTS RECEIVED 6-20-2024

CASSEN PARK REDEVELOPMENT
NEW ELECTRICAL WORK
FINAL ENGINEERING PLANS

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22138
DESIGNED BY: A.W.
DRAFTED BY: A.W.
CHECKED BY: NAH
DRAWING FILE: 24ME14-E3.1
XREF'S:
XREF'S:

HADDAD ENGINEERING INC.
ELECTRICAL
3030 HARTLEY ROAD, SUITE 260
JACKSONVILLE, FLORIDA 32257
NAMIR A. HADDAD P.E. FLORIDA LICENSE NO. 31967
NAMIR A. HADDAD LICENSE No. 31967 STATE OF FLORIDA PROFESSIONAL ENGINEER
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL

SHEET: E3.1 OF -

S:\DRAWINGS\2024\CASSEN PARK-ORMOND BEACH-24ME14\24ME14-E3.1.DWG - PRINTED 8/9/2024 8:53 AM



1 A3.0 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 A3.0 WEST ELEVATION
SCALE: 1/4" = 1'-0"



3 A3.0 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



4 A3.0 EAST ELEVATION
SCALE: 1/4" = 1'-0"

CONTEMPORARY MEDITERRANEAN STYLE

O.B.F.L. LDC SEC.3-4.9 ARCHITECTURAL STYLE
MATCHING EXISTING CITY HALL STYLE/ COLORS

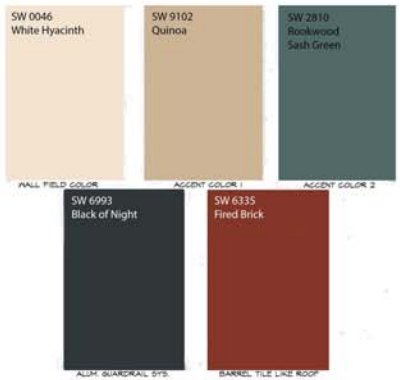
DESIGN ATTRIBUTES

REQUIRED:

ATTRIBUTE #1	LOW PITCH HIP OR GABLED ROOFS 5/12 ROOF PITCH USED
ATTRIBUTE #2	ARCHES WITH COLUMNS COLUMNS WITH FLAT BEAMS AT PORCHES ALL (4) ELEVATIONS
ATTRIBUTE #3	DECORATIVE AWNINGS ALL WINDOWS UNDER LARGE PORCHES
ATTRIBUTE #4	BARREL CLAY TILE ROOF TERRACOTTA STONE COATED METAL VILLA TILE ROOF SYS. DECRA VILLA TILE OR EQUAL

OPTIONAL:

ATTRIBUTE #5	DECORATIVE WALL TILE DETAILING NOT UTILIZED
ATTRIBUTE #6	BLACK WROUGHT IRON RAILING PREFINISHED BLACK ALUM. RAILING SYS.
ATTRIBUTE #7	STUCCO SURFACE ON CMU WALLS SMOOTH FINISHED STUCCO UTILIZED
ATTRIBUTE #8	ARCHED WINDOWS WITH BALCONIES NOT UTILIZED
ATTRIBUTE #9	ARCADES NOT UTILIZED
ATTRIBUTE #10	CERAMIC TILE PAVING ACCENT BANDS IN PORCH SLABS



EXTERIOR BUILDING COLOR SCHEDULE

MATCHING EXISTING CITY HALL STYLE/ COLORS
COLORS SELECTED FROM SHERWIN WILLIAMS PAINT COLLECTION

BLDG. ELEMENT	COLOR SPECIED
MAIN EXT. WALLS FIELD WALL COLOR	COLOR SW 0046 WHITE HYACINTH (OFF WHITE)
ACCENT COLOR	SW 9102 QUINOA (SAND STONE)
PORCH COLUMNS FIELD COLOR	COLOR SW 0046 WHITE HYACINTH (OFF WHITE)
ACCENT COLOR 1	SW 9102 QUINOA (SAND STONE) SW 2810 ROOKWOOD SASH GREEN (MATT CITY HALL GREEN)
BASE OF WALLS/ COLUMNS ACCENT COLOR 1	COLOR SW 9102 QUINOA (SAND STONE)
PORCH GUARDRAIL SYS PREFINISHED ALUM SYS.	COLOR SW 6993 BLACK OF NIGHT (WROUGHT IRON)
STOREFRONT DOORS WINDOW FRAMES PRE-FINISHED ALUM. SYS.	COLOR SW 2810 ROOKWOOD SASH GREEN (MATT CITY HALL GREEN)
FASCIAS/ SOFFITS FIELD COLOR	COLOR SW 0046 WHITE HYACINTH (OFF WHITE)
BARREL TILE LIKE ROOF	COLOR SW 6335 FIRED BRICK (TERRACOTTA)

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-8163
FAX (386)257-5650
AA-C000925

CASSEN PARK IMPROVEMENTS
RESTROOM/BAIT HOUSE FACILITY
CITY OF ORMOND BEACH, FL.

NO.	REVISION/ SUBMISSIONS	DATE

SHT. TITLE: EXTERIOR ELEVATIONS
SEAL:
JOHN E. HALL AR0010727
COMMISSION NO.: 2014
PROJECT ARCH: JH
DRAWN: JB
CHECKED: JH
DATE: 14-JUNE-2024
SCALE:
SHEET NO.: A3.0

Planning Board minutes from September 12, 2024

ITEM:

PZ-2024-090

Cassen Park
Special Exception Redevelopment Plan

Recommended for Approval (7-0)

A. PZ-2024-000090 – Cassen Park Redevelopment Plan, Special Exception, 1 South Beach Street

Ms. Sarah Motes, Senior Planner, stated this is an administrative request for a Special Exception Redevelopment Plan for Cassen Park. Section 2-70 (m) of the Land Development Code allows site redevelopment for a project located in the Downtown Overlay District that cannot meet Land Development Code (LDC) standards due to nonconformance or other site constraints. She explained that the applicant is requesting two waivers as part of this Special Exception application, 1) a waiver for minimum building setbacks to Granada Boulevard, Corbin Avenue, and the waterfront yard along the Halifax River, and 2) landscaping island requirements.

Ms. Motes stated that the redevelopment plan includes relocating the bait shop further from the water, restroom renovations, native landscaping improvements, opportunities for public art, improvements to the veteran's memorial, and reconfiguration of parking spaces and walkways. She continued that the Redevelopment Plan demonstrates compliance with the 2019 Downtown Master Plan update which has been outlined in the staff report and supportive attachments. Ms. Motes concluded that the application is scheduled to be reviewed by the City Commission on October 15, 2024, and staff is recommending approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Mr. Jorczak inquired if the redevelopment plan is increasing parking. Ms. Motes confirmed that there is an increase in boat trailer parking.

Mr. Jorczak asked about the stormwater and if underground stormwater is included. Ms. Motes stated that she would defer to the City Engineer who is in attendance and can answer that question.

Mr. Galloway commented about the turning radius. He noted when boaters get to the park early they park at the spaces in front of the boat ramp and it impacts the maneuverability of the ramp. Mr. Galloway suggested making the boat parking spaces in front of the boat ramps short term parking. He stated the parking in these spaces limits the turning radius of the boat ramp. Chairman Thomas suggested making the spaces in front of the boat ramps 10 or 15-minute parking. Ms. Motes noted that there was review of the drive lanes and this could be reviewed again. Mr. Galloway reiterated that the parking spaces in front of the boat ramps should not be permanent parking spaces.

Mr. du Moulin stated that he had previously worked on the plan for this park. He stated that the angled boat parking spaces on the northwest corner were 40 feet in depth. Ms. Motes confirmed that the proposed boat parking spaces are 45 feet in depth. Mr. du Moulin stated the issue that he has is the boat parking spaces will back up traffic as they try to back into these angled spaces. He inquired if there was another way to configure the parking.

Mr. Galloway suggested the angles should be in the opposite direction on the 8 spaces along the Granada Boulevard embankment.

Mr. du Moulin stated that this park is not a kid friendly place with the traffic movement of the boat launching and trailer parking. He inquired if there is any playground equipment proposed as part of this plan. Ms. Motes confirmed that there is no playground equipment and the design seeks to improve walkability and pedestrian safety.

Ms. Shull asked about the proposed fill and if it is environmentally safe. Ms. Motes referenced the grade and fill plan and explained that the City Engineer can provide a more in depth answer.

Applicant's Presentation

Mr. Alex Schumann, City Engineer, stated that he heard some questions about oil and stormwater. He continued that there are stormwater treatment areas that address the stormwater runoff. He explained only the area immediately in front of the boat ramps would not go into the stormwater treatment areas.

Mr. Jorczak asked if the pond is linked to the river. Mr. Schumann stated that the ponds provide treatment prior to any release of water to the river.

Mr. Jorczak asked if there was a typical size of a boat and trailer. Mr. Schumann stated that the boat parking spaces were made as long as possible.

Mr. Galloway asked if there was consideration for parallel parking on Beach Street. Mr. Schumann stated that there is no change to the parking along Beach Street. Mr. Galloway clarified he was speaking on the grass for possible overflow parking. Mr. Schumann stated that the overflow parking was located behind City Hall.

Ms. Shull asked about the fill. Mr. Schumann replied that the fill would be clean and it is minimal with sod over it. Ms. Shull inquired about the direction of the grading. Mr. Schumann stated that the grading is needed to ensure that the stormwater management system works. Ms. Shull recalled that Beach Street floods often and inquired if this project would have any impacts. Mr. Schumann responded that the project should have no impacts to flooding.

Mr. du Moulin asked if there was one handicapped parking space. Mr. Schumann responded that there was one proposed handicapped parking space. Mr. du Moulin followed up to determine if additional handicapped parking spaces should be provided. Mr. Schumann stated the handicapped parking space is still under SPRC review and could be re-striped adding additional handicapped spaces as needed.

Mr. Galloway asked if the city can ensure that there is signage stating that overflow trailer parking is available at the City Hall parking lot. Mr. Schumann confirmed that the signage can be established. He stated that city staff has been working Ormond MainStreet for a kiosk to provide downtown information.

Chairman Thomas inquired to Assistant City Attorney McKee if the Board can make comments/amendments. Assistant City Attorney McKee confirmed that conditions can be made after the motion.

Mr. Galloway made a motion based on the comments the Board had already made to approve PZ-2024-000090 – Cassen Park Redevelopment Plan, Special Exception, 1 South Beach Street.

Chairman Thomas asked if that was acceptable.

Mr. Spraker stated some of the comments have been addressed through response comments. He stated that staff is looking for specific comments or conditions as part of the motion. Mr. Spraker referenced the comment to ensure overflow parking signage would be erected. He stated that staff is looking for specifics in the Planning Board's recommendation.

Chairman Thomas asked if 10- minute parking at the parking spaces opposite the boat ramps would be an example. Mr. Spraker inquired if signage would still be desired if the project engineers can demonstrate adequate turning radius in the site design.

Mr. Galloway stated that there is not adequate radius and the parked trailer can extend into the drive aisles.

Mr. Railsback reiterated that it really is the parked trailer hanging into the drive lane that is the issue versus turning radius. He asked if the project designers considered the spaces in the northwest and west area in another direction so vehicles can back in. He commented it is easier when the driver is not in rush to back in and then leave in a forward motion.

Chairman Thomas stated that it may be advantageous to have certain spots that may be able to be backed into and other parking spaces could be pull-in spaces.

Mr. Railsback stated he believed it was on the direction of the traffic flow. He agreed with the signage to incorporate the downtown district. Mr. Railsback asked if consideration was provided to swap the direction to allow more back-in parking spaces or if there were other limiting factors.

Mr. Schumann stated that a parking space was lost and other spaces lost functionality. He continued that pavers were included in the back of the parking spaces to allow drivers to know that they were all the way into the parking spaces.

The Board discussed the size of boat trailers and acknowledged that there was not a standard size, but would be dictated by how deep the boat ramp extends into the water

Ms. Shull asked if signage stating 'forward parking only' would resolve the concern of boaters backing in their trailers. Without this signage, the vehicles trying to back up will cause a traffic back up, she said.

Mr. Galloway stated that a lot of boaters like to do the back-up parking in the morning so they can pull forward in the afternoon.

Chairman Thomas remarked that there are places for backing in, but in other parking spaces, the backing in of the trailers can cause traffic issues.

Mr. Railsback stated that he is willing to lose a space if they can back in for the parking.

Jake Stehr, Project Landscape Architect, Zev Cohen and Associates, stated that he understands the comments and added that a majority of the spaces allow the backing in of the boat trailers. He continued that in order to maintain the trailer parking spaces that exist and improve the functionality of the site, different methods were needed to accommodate the boat parking. Mr. Stehr added that this design is very similar to what you see south of Cassen Park and how he is not aware of any issues. He stated that this site is unique and challenging, and the site design has been laid out in the best manner possible to get the most trailer parking possible.

Mr. Galloway commented that if he had to prioritize, the trailer parking spaces directly across the boat ramps should not be used for permanent parking. He stated that would be his top proposal regarding the site design. He added that there should be four parking spaces that should be used for temporary parking only across from the boat launches.

Chairman Thomas agreed and spoke of the importance of enforcement.

Mr. Railsback suggested that the boat parking spaces across from the boat ramps could be used for shorter parking spaces.

Chairman Thomas stated that he would prefer a 10-minute time limit as short-term parking for these parking spaces.

Mr. Railsback remarked that he understood that position, but the temporary parking requirement loses four parking spaces.

Chairman Thomas offered to reduce the temporary parking spaces to two parking spaces.

Mr. Galloway commented that he would be okay with the two temporary spaces so as not to reduce the overall boat trailer parking spaces.

Mr. Stehr stated that as the park improvements are constructed, there will be an opportunity to learn how the park functions and try different alternatives. He concluded that the flexible approach to the site design is important.

Mr. du Moulin inquired if there was a traffic study performed and stated that they were going to set up a camera to view the traffic movements.

Mr. Stehr stated that there was no formal traffic study. He continued that Zev Cohen staff have informally observed the traffic operations of the park.

Chairman Thomas stated that no matter what the final design is, the project will need to be monitored and adjustments made based on the use patterns. He remarked that he is thrilled with this project and the four corners of the bridge, as they are the focal point of Ormond Beach.

Ms. Shull stated that the project team should re-look at the spaces designed for pull in parking and to only allow the ability to back in to these parking spaces. Mr. Stehr responded that when the traffic pattern was adjusted, four trailer parking spaces were lost. The project team will re-look at the site design.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve PZ-2024-000090 – Cassen Park Redevelopment Plan, Special Exception, 1 South Beach Street. Mr. Scudiero seconded it. Mr. Galloway stated he was confident that the City Commission would review the Planning Board comments. Vote was called, and the motion was approved (7-0).

DRAFT

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 10.A

Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	**Res./Ord. No:**	2024-32
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Fiscal Year 2023-2024 Budget Amendments		
Summary:	Request to amend the Fiscal Year (FY) 2023-2024 budget by $41,451,789 with a final budget amount of $161,572,905. The net budget amount is $137,674,287 and represents the budget amount without duplicate entries (transfers and departmental charges required by Generally Accepted Accounting Principles GAAP) required to comply with state budget requirements (such as transfers among funds). The attachment provides details regarding the proposed amendment of the FY 2023-24 budget. A summary of the amendments is as follows:		

Description	Amount
Project budgets reappropriated from FY 2022-2023	$19,670,000
Water & Sewer Bonds/Technology Bonds	14,600,000
Transfers	775,000
Insurance claim expenses including Performing Art Center	1,100,000
Outside Counsel (Fuel Farm)	525,000
Police Collective Bargaining Adjustments	700,000
Sports Complex Lease to Airport	340,000
Police/Fire Premium Tax (increase in amount rec'd from the State over budget)	400,000
Water/Wastewater Chemical costs due to inflation	542,000
Business Park Drive project (Grant funded)	2,800,000

Financial Impact:	The amendments will increase the budget to $161,572,905.
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 2023-2024 annual budget.
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226
Attachments:	1. 24-32 Budget Amendments (P24-0202G) 2. Attachment A Amendments 3. BIE - Budget Amendments 4. Budget Amendment
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/11/2024 Joyce Shanahan, City Manager 10/11/2024

ORDINANCE NO. 2024-32

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); FINANCING DEBT SERVICE FUND (205); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); LEISURE SERVICES CAPITAL FUND (322); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WEST ORMOND REUSE IMPACT FEE FUND (433); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BONDS; 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 2023-2024 by amending the General Fund (001); Downtown Redevelopment Trust Fund (104); Stormwater Utility Fund (107); Airport Fund (108); Economic Development Fund (110); Pension Contribution Pass Through Fund (113); Recreation Facility Fee Fund (115); Financing Debt Service Fund (205); Capital Improvements Fund (301); Equipment Renewal & Replacement Fund (302); Public Safety Vehicle & Equipment Fund (305); Transportation Improvements Fund (308); Facilities Renewal & Replacement Fund (317); Leisure Services Capital Fund (322); Water and Wastewater Fund (401); Vehicle Replacement Fund (408); Renewal & Replacement Fund (409); West Ormond Reuse Impact Fee Fund (433); Water System Impact Fee Fund (434);

Wastewater System Impact Fee Fund (435); 2024 Water & Wastewater Bonds; 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 2023-2024 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 15th day of October, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of November, 2024.

_____
HAROLD BRILEY
Deputy Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

ATTACHMENT A

ALL FUNDS SUMMARY

Description	Original Budget FY 2023-24	Budget Amendments	Final Budget FY 2023-24
General Fund (001)	**43,461,840**	**1,776,000**	**45,237,840**
Special Revenue Funds:			
Downtown Redevelopment Trust Fund (104)	1,609,825	4,495,169	6,104,994
Ormond Crossings Trust Fund (106)	329,996	-	329,996
Stormwater Utility Fund (107)	4,478,430	2,715,041	7,193,471
Airport Fund (108)	2,725,948	278,537	3,004,485
Local Law Enforcement Trust Fund (109)	-	-	-
Economic Development Fund (110)	-	2,878,055	2,878,055
State Law Enforcement Trust Fund (112)	-	-	-
Pension Contribution Pass Through Fund (113)	1,000,000	400,000	1,400,000
Recreation Facility Fee Fund (115)	57,225	62,841	120,066
Grants Fund (116)	-	-	-
Total Special Revenue Funds	**10,201,424**	**10,829,643**	**21,031,067**
Debt Service Funds:			
Financing Debt Service Fund (205)	803,545	(470,545)	333,000
2002 GOB Debt Service Fund (209)	-	-	-
2003 GOB Debt Service Fund (210)	-	-	-
2004 Revenue Bond Fund (211)	162,000	-	162,000
2010 Beachfront Park Bond Fund (220)	392,114	-	392,114
Total Debt Service Funds	**1,357,659**	**-470,545**	**887,114**
Capital Improvement Funds:			
Capital Improvements Fund (301)	1,614,840	4,446,168	6,061,008
Equipment Renewal & Replacement Fund (302)	290,000	231,415	521,415
Public Safety Vehicle & Equipment Fund (305)	2,455,000	297,133	2,752,133
Transportation Improvements Fund (308)	2,121,284	2,359,250	4,480,534
Recreational Impact Fee Fund (310)	100,000	-	100,000
Local Road Impact Fee Fund (316)	50,000	-	50,000
Facilities Renewal & Replacement Fund (317)	808,736	632,825	1,441,561
Stormwater Impact Fee Fund (318)	50,000	-	50,000
Leisure Services Capital Fund (322)	1,149,749	226,000	1,375,749
Total Capital Improvement Funds	**8,639,609**	**8,192,791**	**16,832,400**
Water and Wastewater Funds:			
Water and Wastewater Fund (401)	24,006,719	930,800	24,937,519
Vehicle Replacement Fund (408)	250,000	84,700	334,700
Renewal & Replacement Fund (409)	7,000,000	5,541,400	12,541,400
Water/Wastewater Consolidated Debt Service Fund (414)	5,209,000	-	5,209,000
West Ormond Reuse Impact Fee Fund (433)	-	20,000	20,000
Water System Impact Fee Fund (434)	2,772,500	130,000	2,902,500
Wastewater System Impact Fee Fund (435)	675,000	300,000	975,000
2024 Water & Wastewater Bonds	-	13,000,000	13,000,000
Total Water and Wastewater Funds	**39,913,219**	**20,006,900**	**59,920,119**
Solid Waste Fund (460)	**13,285,500**	**-**	**13,285,500**
Workers Compensation Fund (502)	**806,612**	**-**	**806,612**
General Liability Fund (504)	**2,455,253**	**1,117,000**	**3,572,253**
TOTAL BUDGET APPROPRIATION	**120,121,116**	**41,451,789**	**161,572,905**
Less: Interfund Transfers	**(15,794,186)**	**(775,455)**	**(16,569,641)**
Fleet Operations (Internal Service Charges)	**(1,823,290)**	**-**	**(1,823,290)**
Engineering (Internal Service Charges)	**(1,251,822)**	**-**	**(1,251,822)**
Consolidated Insurance Fund (Internal Service Charges)	**(3,261,865)**	**(992,000)**	**(4,253,865)**
TOTAL NET BUDGET	**97,989,953**	**39,684,334**	**137,674,287**

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

ORDINANCE NO. 2024-32

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); FINANCING DEBT SERVICE FUND (205); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); LEISURE SERVICES CAPITAL FUND (322); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WEST ORMOND REUSE IMPACT FEE FUND (433); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BONDS; 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 is required to comply with Florida Statute regarding annual adoption of budgets.

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

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

    None

    c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

    None

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

    Not applicable

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.)

FY 2023-24 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
General Fund	Use of Fund Balance	1,706,000		
	Tree Mitigation	70,000		
		1,776,000		
General Fund	Moved Tyler contract to General Fund		470,545	
	Remove Transfer to Debt Fund for Tyler Contract		(470,545)	
	Consultant/Outside Counsel-Fuel Farm		525,000	
	Transfer to Fund 104-City Hall Landscaping		70,000	Reso 2023-215 12/19/23
	Transfer to Fund 322-Leisure Services Capital		125,000	Reso 2024-70 & Reso 2024-71 5/7/24
	Transfer to 108-Sports Complex Lease to Airport		340,000	CC Workshop Directive
	Termite Applications		16,000	
	Police Collective Bargaining Adjustment		700,000	
			1,776,000	
CRA	Use of Fund Balance	4,425,169		
	Transfer from Fund 001-City Hall Landscaping	70,000		
		4,495,169		
CRA	E. Granada Utility Undergrounding, Sidewalk Banking		4,116,169	Reappropriation from FY 22-23
	FPL Agreement Streetlight		284,000	Reso 2024-98 7/23/24
	City Hall Landcaping		95,000	Reso 2023-215 12/19/23
			4,495,169	
Stormwater	Fund Balance	1,177,451		
	FEMA Hazard Mitigation Grant	1,537,590		
		2,715,041		
Stormwater	Stormwater Construction		294,511	Reappropriation from FY 22-23
	Fleming Pump Station & Forcemain		2,118,530	Reso 2024-49 3/14/24
	Stormwater In-Line Check Valves		302,000	Reso 2024-92
			2,715,041	
Airport Revenue	Transfer from General Fund	340,000		
	Sports Complex Lease to Airport	(340,000)		CC Workshop Directive
	Use of Fund Balance	148,752		
	FDOT	129,785		
		278,537		
Airport Expenditure				
	Airport Tower Interior renovations, AWOS		36,967	Reappropriation from FY 22-23
	Airfield Marking & Pavement Rejuventation		30,000	Reso 2024-127 8/20/24
	Airport Business Park Expansion Site Design		211,570	Reso 2024-69
			278,537	
Economic Development Fund Revenue				
	Florida Job Growth Infrastructure Grant	**1,623,426**		
	FDOT	**615,814**		
	Use of Fund Balance	**638,815**		
		2,878,055		
Economic Development Fund Expenditures				
	Business Park Drive Phase II Construction		2,878,055	
			2,878,055	
Pension Pass Thru Revenue	Premium Tax	400,000		

FY 2023-24 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
		400,000		
Pension Pass Thru Expenditures	Premium Tax		400,000	
			400,000	
Recreation Facilitiy Fee Fund Revenue	Use of Fund Balance	62,841		
		62,841		
Recreation Impact Fee Fund Expenditures				
	Equipment		54,841	
	Drapes at PAC		8,000	
			62,841	
Debt Service Fund	Transfer In from General Fund	(470,545)		
		(470,545)		
Debt Service Fund	Moved Tyler contract to General Fund		(470,545)	
			(470,545)	
General Capital Impr. Revenue				
	FEMA	97,475		
	State of Florida	16,245		
	Use of Fund Balance	1,513,745		
	Transfer from Fund 504	711,000		
	CDBG	290,793		
	Use of Fund Balance	141,910		
	Florida Resiliency Coastline Flood Grant	75,000		
	Capital Improvement Bonds	1,600,000		
		4,446,168		
General Capital Impr. Expenditures				
	Ames Roof Repairs-Hurricane IAN		36,000	Reappropriation from FY 2022-23
	Police Department Roof		319,000	Reappropriation from FY 2022-23
	ARBFP Ramp & Seawall-Hurricane IAN		118,965	Reappropriation from FY 2022-23
	ARBFP -Nicole		14,000	Reappropriation from FY 2022-23
	PAC Renovations		686,000	Reappropriation from FY 2022-23
	Police Department HVAC Upgrades		447,500	Reappropriation from FY 2022-23
	Florida Resiliency Coastline Flood Program		75,000	Reappropriation from FY 2022-23
	CDBG N. Ridgewood Sidewalk		78,000	Reappropriation from FY 2022-23
	PAC ECHO Sign		6,000	
	Emergency Lighting Repairs OBSC		81,000	
	CDBG Hope Place Donation		26,793	
	Chamber Conference Screens		32,410	
	CDBG S. Ridgewood Sidewalk		186,000	Reso 2024-89
	Police Department doors		102,000	Reso 2024-118 8/6/24
	PAC Fire Construction		637,500	
	Telecommunication System		700,000	
	Contingency-For FY 2024-25 Data Infrastructure Project		900,000	
			4,446,168	
General Capital Vehicle/Equipment Revenue	Use of Fund Balance	231,415		
		231,415		
General Capital Vehicle/Equipment Expenditures	A/C Machine		12,000	
	Emergency Procurement-Bldg. Inspector Vehicles		219,415	
			231,415	

FY 2023-24 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Public Safety Revenues	Use of Fund Balance	297,133		
		297,133		
Public Safety Expenditures	Bunker Gear			12/19 Reso 2023-205 Florida Firefighter Cancer Decontamination
			8,133	Equipment Grant Program.
	Police Vehicles		**289,000**	Reappropriation from FY 2022-23
			297,133	
Transportation	Use of Fund Balance	2,359,250		
		2,359,250		
Transportation	Road Resurfacing FY 23		1,048,000	Reappropriation from FY 2022-23
	Doug Thomas Way Extension		952,000	Reso 2024-04 1/23/24
	Sidewalks		114,000	Reappropriation from FY 2022-23
	Nova Road Street Light Repairs		10,000	
	Spring Meadows		15,000	
	Relocate irrigation Granada Medians		11,000	In anticipation of FDOT work
	Fuel Farm Analysis		60,000	
	SR 40 Wiring Repairs		48,250	7/23/24 Agenda-Emergency Purchase
	Traffic Calming Handbook Evaluation		13,000	
	N. Halifax Corridor Study		46,000	Reso 2024-128 8/20/24
	Roadway Resurfacing 2024		42,000	Reso 2024-80 5/21/24
			2,359,250	
Facilities R&R	Fund Balance	423,025		
	FEMA	202,500		
	State of Florida	7,300		
		632,825		
Facilities R&R	ARBFP- Restripe the parking lot lines		4,000	Reappropriation from FY 22-23
	ARBFP- Replace broken pic-nic tables and benches		2,660	Reappropriation from FY 22-23
	Bailey Riverbridge-Repaint the exterior of the building		11,000	Reappropriation from FY 22-23
	Central Park I-Replace picnic tables		11,000	Reappropriation from FY 22-23
	City Hall-Restroom upgrades		2,900	Reappropriation from FY 22-23
	Fire Station 94-'Kitchen renovations		20,000	Reappropriation from FY 22-23
	Fleet-Replace double doors		1,029	Reappropriation from FY 22-23
	Nova-Magic forest repairs		4,111	Reappropriation from FY 22-23
	PAC-Repaint the exterior of the building		17,000	Reappropriation from FY 22-23
	Public Works-Interior painting		1,534	Reappropriation from FY 22-23
	Public Works-Soffit repairs		1,991	Reappropriation from FY 22-23
	The Casements-'Interior painting		1,500	Reappropriation from FY 22-23
	Nova Fitness Equipment		97,000	Reappropriation from FY 22-23
	SONC Rental Pavilion		99,000	Reappropriation from FY 22-23
	Netting and Shade Cover Replacement-Hurricane IAN		146,100	10/4/2023 Reso. 2023-162
	Bailey Riverbridge Roof (Hurricane IAN)		71,000	12/5/23 Reso 2023-181
	Central Park Overlook Replacement		18,000	Reso 2024-34
	OBSC Baseball Netting Replacement		75,000	Reso 2024-51 4/2
	OBSC Fencing Repairs		7,000	Reappropriation from FY 22-23
	Nova Fencing Repairs		41,000	Reappropriation from FY 22-23
			632,825	
Leisure Services Capital Revenue	Transfer from General Fund	125,000		
	ECHO	101,000		
		226,000		

FY 2023-24 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Leisure Services Capital Expenditures				
	OBSC LED Softball Quad Lighting (Add'l funding)		110,000	Reso 2024-70 5/7
	Nova Sports Fields Reconstruction (Add'l funding)		104,000	Reso 2024-71 5/7
	ECHO signage		12,000	
			226,000	
WWW Operating	Fund Balance	930,800		
		930,800		
WWW Operating	WWTP-HVAC Replacement		25,000	Reappropriation from FY 22-23
	Chemical Water		425,000	Adjustment to original budget due to inflation
	Electrical Water		21,000	Adjustment to original budget due to inflation
	Sludge Water		25,000	Adjustment to original budget due to inflation
	Computer Water		19,000	Adjustment to original budget due to inflation
	Professional Services Wastewater		171,000	Reappropriation from FY 22-23
	Other Contract Services Wastewater		9,000	Adjustment to original budget due to inflation
	Chemical Wastewater		117,000	Adjustment to original budget due to inflation
	Water Distrbution Directional Drilling		23,000	
	WRF Operating Permit Renewal		45,800	Reso 2024-101 7/23/24
	Additional registers		50,000	
			930,800	
WWW Vehicles & Equipment	Fund Balance	84,700		
		84,700		
WWW Vehicles & Equipment	Vehicles for New Positions from FY 22-23		84,700	
			84,700	
WWW Capital Impr.	Fund Balance	5,349,590		
	HMGP Grant	191,810		
		5,541,400		
WWW Capital Impr.	Watermain Project		115,000	Reso 2024-11, Reso 2024-12 2/6/24
	Airport Road Watermain/Forcemain Design		105,000	Reso 2023-177 10/17/2023
	Lift Station 4P		473,000	Reappropriation from FY 22-23
	WTP Lime Softening Filters		344,000	Reappropriation from FY 22-23
	WTP Aeration Structure		353,000	Reappropriation from FY 22-23
	WRF Upgrades		1,220,000	Reappropriation from FY 22-23
	Centrifuge Refurbishment WTP		190,000	Reappropriation from FY 22-23
	Master Plan Work Authorization		4,400	Reappropriation from FY 22-23
	WTP Aeration/Clearwell		1,960,000	Reappropriation from FY 22-23
	Sub Booster Assembly for Airport Road Reuse Station		86,000	Reappropriation from FY 22-23
	Meters		90,000	Reappropriation from FY 22-23
	CUP Renewal		80,000	Reso 2024-17 2/6/24
	Meter Installation 409279		90,000	
	Granada Plaza Water Main Upgrades		175,000	Reso 2024-102 7/23/24
	Emergency Bypass Pumps		256,000	Reso 2024-72 5/7/24
			5,541,400	
Reclaimed Water Impact Fee Fund	Fund Balance	20,000		
		20,000		
Reclaimed Water Impact Fee Fund	Boundary Survey-Airport Road Reclaimed Watermain		20,000	

FY 2023-24 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
			20,000	
Water Impact Fee Fund	Fund Balance	130,000		
		130,000		
Water Impact Fee Fund	Hudson Wellfield Expansion		130,000	Reappropriation from FY 22-23
			130,000	
Wastewater Impact Fee Fund	Fund Balance	300,000		
		300,000		
Wastewater Impact Fee Fund	Septic to Sewer		145,000	Reappropriation from FY 22-23
	WRF Ultraviolet Disinfection		155,000	Reappropriation from FY 22-23
			300,000	
2024 Water & Wastewater Bonds	Bond Proceeds	13,000,000		
		13,000,000		
2024 Water & Wastewater Bonds	Capital Projects		13,000,000	
			13,000,000	
General Liability	Use of Fund Balance	**262,000**		
	Insurance Proceeds	855,000		
		1,117,000		
General Liability	Street Light Damange due to Motor Vehicle Accident		**31,000**	
	Transfer to Fund 301-Emergency Lighting Repairs		81,000	
	Transfer to Fund 301-PAC Fire Construction		630,000	
	Breakaway Trails Bridge		25,000	
	PAC Restoration		225,000	
	Claims Settlement		125,000	
			1,117,000	
		41,451,789	**41,451,789**	
		161,572,905	**161,572,905**	

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 10.B

Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	**Res./Ord. No:**	2024-33
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Amendment to Police Officers' Pension Ordinance		
Summary:	The Police Pension Board members have been discussing various options to potentially increase investment returns in differing market conditions. With guidance from the board's financial advisor, the Police Officers' Pension Board approved the following changes to the pension ordinance: • The Board may invest up to a maximum of 30% of the Fund's total portfolio at cost in Alternative assets. "Alternative assets" shall mean an investment by the Board of Trustees in non-traditional asset classes including, but not limited to, private equity, private real assets, natural resources/energy, infrastructure, structured products, direct investment in a portfolio company through an investment manager or general partner, venture capital, hedge fund, hedge fund of funds, private debt, commodities, insurance products, derivatives, and distressed securities. • The Board may invest in group trusts. • The Board may invest in other reasonable investment vehicles as may be determined by the Board, and while any portion of the assets of the Fund are invested in such other investment vehicles, the terms of such are adopted by the Fund or plan only to the extent so required to comply with applicable laws. For the avoidance of doubt, any such adoption shall not affect benefits afforded, eligibility conditions or administration as provided by the system. This Firefighters' Pension board made similar changes on Sept. 7, 2022.		

Financial Impact:	The board has no immediate plans to invest in alternative assets. The board's assumed rate of return is 7% annually, and they will utilize this new option to help meet this assumption based on market conditions and the advice of their financial advisor.
Citizen Impact:	None
Recommended Action (Staff, Advisory Board and/or Other):	The Police Officers' Pension Board approved the proposed amendments at their June 20, 2024 meeting. As the ordinance provides a limit on investment in alternative assets of 30%, staff recommends approval of the ordinance.
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226
Attachments:	1. 24-33 Investment Authority Ordinance Amendment - Police (12Aug2024) 2. Ordinance Business Impact Estimate - Fire Pension
Approval:	Kelly McGuire, Finance Director 9/10/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/29/2024 Joyce Shanahan, City Manager 10/11/2024

ORDINANCE NO. 2024-33

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-74, FINANCES AND FUND MANAGEMENT; ESTABLISHMENT AND OPERATION OF FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION ONE. Section 16-74, Finances and fund management; subsection (a), Establishment and operation of fund, of Article IV, Police Officers' Pension Trust Fund, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby amended by adding the following underlined language and deleting the strikethrough language, to read as follows:

Sec. 16-74. – Finances and fund management.

(a) *Establishment and operation of fund.*

(1) through (5) *(No change in text)*

(6) The board shall have the following investment powers and authority:

a. (*No change in text)*

b. All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be limited to:

1. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the

provisions of this system and pay the initial and subsequent premium thereon.

2. Time or savings accounts of a national bank, a state bank insured by the bank insurance fund or a savings/building and loan association insured by the savings association insurance fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the national credit union share insurance fund.

3. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States.

4. Bonds issued by the State of Israel.

5. Stocks, commingled funds administered by national or state banks, mutual funds and bonds or other evidences of indebtedness, provided that:

   (i) Except as provided in subsection (a)(6)b.5(ii)of this section, all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia, provided that the corporation is traded on a nationally recognized exchange and, in the case of bonds only, shall hold a rating in one of the three highest classifications by a major rating service.

   (ii) Up to 25 percent of the assets of the fund at market value may be invested in foreign securities.

   (iii) The board of trustees shall not invest more than five percent of its assets in the common stock, capital stock or convertible securities of any one issuing company; nor shall the aggregate investment in any one issuing

company exceed five percent of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market exceed 70 percent of the assets of the fund.

6. Real estate received by the fund as a gift, donation or devise.

7. The board may invest up to ten (10) per cent in private real estate through an institutional, open-ended vehicle. The institutional vehicle shall provide diversification of property type and geographical location.

8. The Board may invest up to a maximum of 30% of the Fund's total portfolio at cost in Alternative assets. "Alternative assets" shall mean an investment by the Board of Trustees in non-traditional asset classes including, but not limited to, private equity, private real assets, natural resources/energy, infrastructure, structured products, direct investment in a portfolio company through an investment manager or general partner, venture capital, hedge fund, hedge fund of funds, private debt, commodities, insurance products, derivatives, and distressed securities.

9. The Board may invest in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81 100 and Revenue Ruling 2011-1 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a

part of the Fund, provided, however, any such limited adoption shall in no way alter or amend the terms of the System with respect to benefits afforded, eligibility conditions or administration.

10. The Board may invest in other reasonable investment vehicles as may be determined by the Board, and while any portion of the assets of the Fund are invested in such other investment vehicles, the terms of such are adopted by the Fund or plan only to the extent so required to comply with applicable laws. For the avoidance of doubt, any such adoption shall not affect benefits afforded, eligibility conditions or administration as provided by the System.

c. through m. (*No change in text)*

SECTION TWO. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Ormond Beach.

SECTION THREE. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrase under application shall not be affected thereby.

SECTION FOUR. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION FIVE. This ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 15th day of October, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of November, 2024.

HAROLD BRILEY
Deputy Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

ORDINANCE NO. 2024-33
AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-74, FINANCES AND FUND MANAGEMENT; ESTABLISHMENT AND OPERATION OF FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING 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 is required to comply with changes to the pension trust fund.

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

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

    None

    c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

    None

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

    Not applicable

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.)

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 10.C

Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	**Res./Ord. No:**	2024-34
Strategic Goal:	Governance - Other		
Department:	Support Services		
Subject:	Declaration of Local Emergency - Hurricane Milton (FIRST AND ONLY READING)		
Summary:	On October 5, 2024, Governor Ron DeSantis declared a state of emergency in the State of Florida, Executive Order 24-214, in response to Tropical Storm Milton with Volusia County listed as an impacted county. On October 6, 2024, the Governor amended the order with Executive Order 24-215 indicating the storm will likely be a catastrophic major hurricane upon landfall. Volusia County declared a local emergency for Hurricane Milton on October 7, 2024, with the City of Ormond Beach issuing a declaration of local emergency on October 7, 2024 as well. The State Emergency Management Act, Chapter 252, Florida Statutes (F.S.), provides a municipality with the power and authority to take every prudent action necessary to ensure the health, safety, and welfare of the community in response to a natural disaster. Chapter 166.041, F.S., authorizes the governing body of a municipality to enact an emergency ordinance by a two-thirds vote. The emergency situation created by Hurricane Milton has resulted in a situation wherein a Declaration of Local Emergency, the enactment of emergency administrative procedures, and the immediate repair of damage and tree removal in response to the storm were necessary. These measures were taken to ensure the protection of the health, safety, and welfare of the citizens and businesses of the City of Ormond Beach. The attached ordinance ratifies the emergency measures taken, and this Ordinance shall be effective retroactively from October 7, 2024 and shall remain in effect concurrent with the period prescribed in the Volusia County Declaration of Emergency (said date being October 7,		

	2024 at 10:00 a.m.), including any and all amendments thereto, after which it shall have no further force or effect, unless further amended or extended by the city commission.
Financial Impact:	The amount of permit revenue to be waived is unknown at this time.
Citizen Impact:	While fees are waived, a permit is still required and contractors must be licensed and/or registered to work. This ensures homeowners and local businesses are protected from unlicensed contractors and inspections are performed. The time given to waive fees is needed to ensure that residents and businesses are able to resolve their claims with their insurance companies and begin work. If further extensions are needed, staff will request the ordinance be extended.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the ordinance ratifying the declaration of local emergency for Hurricane Milton which includes the waiving permit fees in effect concurrent with the period prescribed in the Volusia County Declaration of Emergency.
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340
Attachments:	1. 24-34 Hurricane Milton - Dec Emerg (P24-0211G) 2. Emergency Declaration - Hurricane Milton October 2024 3. EO-24-214 State of FL TS Milton October 5, 2024 4. EO-24-215 State of FL EO TS Milton amended Oct 6, 2024 5. Declaration-of-Local-Emergency-for-Hurricane-Milton-ADA 6. Ordinance Business Impact Est-Hurricane Milton Ordinance Oct 15, 2024
Approval:	Kelly McGuire, Finance Director 10/11/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/11/2024 Joyce Shanahan, City Manager 10/11/2024

ORDINANCE NO. 2024-34

AN ORDINANCE RECOGNIZING A DECLARATION OF EMERGENCY ISSUED BY THE GOVERNOR OF THE STATE OF FLORIDA, EFFECTIVE THROUGHOUT THE STATE INCLUDING VOLUSIA COUNTY AND THE MUNICIPALITIES SITUATED THEREIN; RECOGNIZING A DECLARATION OF LOCAL EMERGENCY ISSUED BY VOLUSIA COUNTY, EFFECTIVE THROUGHOUT THE COUNTY INCLUDING THE MUNICIPALITIES THEREIN; RATIFYING AND AFFIRMING A DECLARATION OF EMERGENCY ISSUED BY THE MAYOR OF THE CITY OF ORMOND BEACH, EFFECTIVE THROUGHOUT THE CITY; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO FACILITATE THE PROVISION OF EXPEDITIOUS MANAGEMENT OF BUILDING PERMIT APPLICATIONS; AUTHORIZING THE ISSUANCE OF ON-SITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE MILTON; PROVIDING FOR THE WAIVER OF PERMIT FEES ASSOCIATED THEREWITH; PROHIBITING UNLICENSED OR UNAUTHORIZED CONTRACTORS FROM ENGAGING IN UNLICENSED OR UNAUTHORIZED ACTIVITIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, as a result of Hurricane Milton, Governor DeSantis issued Executive Order Number 24-214 on October 5, 2024, amended by Executive Order 24-215 on October 6, 2024, effective for sixty days, declaring a state of emergency in the state of Florida, including Volusia County and all municipalities situated therein, including the city of Ormond Beach; and

WHEREAS, on October 7, 2024, Volusia County Chairman Jeffrey S. Brower declared a local emergency throughout Volusia County, including the city of Ormond Beach, effective as of October 7, 2024, at 10:00 a.m., and continuing for a period of seven days; and

WHEREAS, on October 7, 2024, and consistent with the declaration of emergency issued by Governor DeSantis and the declaration of emergency issued by Volusia County Chairman Jeffrey S. Brower, the mayor of the city of Ormond Beach issued a declaration of local emergency

throughout the city effective to, and that runs concurrent with, the period prescribed in the Volusia County declaration of emergency (said date being Monday, October 7, 2024 at 10:00 a.m.), including any and all amendments thereto; and

WHEREAS, the city commission of the city of Ormond Beach desires to ratify and affirm the declaration of local emergency throughout the city of Ormond Beach that was issued by Mayor Partington; and

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, provides a municipality with the power and authority to take every prudent action necessary to ensure the health, safety, and welfare of the community in response to a natural disaster; and

WHEREAS, Chapter 166.041, Florida Statutes, authorizes the governing body of a municipality to enact an emergency ordinance by a two-thirds vote; and

WHEREAS, the City of Ormond Beach Code of Ordinances, Chapter 8, provides requirements for the submittal of applications, forms and plans for the issuance of building permits to ensure compliance with the Florida Building Code (FBC); and

WHEREAS, residents and business owners in the city of Ormond Beach will sustain, or have sustained, severe damage as a result of Hurricane Milton; and

WHEREAS, the emergency situation created by Hurricane Milton has resulted in a unique situation where emergency repairs will require immediate response to protect the health, safety and welfare of the citizens of, and property in, the city of Ormond Beach; now therefore,

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

SECTION ONE. The city commission of the city of Ormond Beach hereby ratifies and affirms the declaration of local emergency throughout the city that was issued by the mayor as a result of Hurricane Milton.

SECTION TWO. The city's chief building official and building inspectors are hereby authorized to issue permits that are needed to secure residential, commercial, and business structures and property that do not require detailed drawings that are otherwise required to be prepared by a licensed architect or engineer. The authority provided herein shall apply, but shall not be limited, to roofing repairs for shingles, damaged windows, damaged doors, damaged fences, and other similar repairs resulting from damage as a result of Hurricane Milton. All fees associated with the required repairs are hereby waived.

SECTION THREE. The city commission further expresses its desire to protect the public by prohibiting unlicensed or unauthorized contractors from engaging in unlicensed or unauthorized activities, and the city commission hereby directs the appropriate city staff members, including but not limited to those in the building and neighborhood improvement divisions, planning department, engineering and public works department, utilities division, and police department, to take necessary and appropriate measures to prevent unlicensed or unauthorized contractors from performing work in the city.

SECTION FOUR. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FIVE. If any section, paragraph, sentence, clause and phrase of this ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of any court of

competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION SIX. This Ordinance shall be effective retroactively from October 7, 2024 and shall remain in effect concurrent with the period prescribed in the Volusia County Declaration of Emergency (said date being October 7, 2024 at 10:00 a.m.), including any and all amendments thereto, after which it shall have no further force or effect, unless further amended or extended by the city commission.

PASSED UPON by the city commission by at least a two-thirds vote, this 15th day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH

22 S. Beach St. Ormond Beach, FL 32174 (386) 676-3204 • Fax: (386) 676-3330
bill.partington@ormondbeach.org

Bill Partington
MAYOR

DECLARATION OF LOCAL EMERGENCY FOR HURRICANE MILTON

WHEREAS, on October 5, 2024, Governor Ron DeSantis declared a State of Emergency for 35 Florida counties, by Executive Order Number 24-214, due to Tropical Storm Milton; and

WHEREAS, on October 6, 2024, Governor Ron DeSantis issued Executive Order 24-215, amending Executive Order 24-214, expanding a State of Emergency as Tropical Storm Milton had strengthened and was forecast to become a major hurricane making landfall along Florida's West Coast; and

WHEREAS, on October 7, 2024, Volusia County Chair Jeffrey S. Brower declared a Local Emergency for Hurricane Milton; and

WHEREAS, the city of Ormond Beach is a municipality empowered to exercise broad home rule powers in accordance with Section 2, Article VIII of the Florida Constitution; Chapter 166, Florida Statutes and other general laws of the state; and the Charter of the city of Ormond Beach, including sections 1.01, 1.03 and 3.05; and

WHEREAS, section 252.38(2), Florida Statutes, a general law of the state of Florida, authorizes municipalities to exercise emergency management powers consistent with a declaration of emergency issued by the governor, and consistent with the exercise of emergency management powers by a county emergency management program.

NOW THEREFORE, consistent with the foregoing authority and consistent with the declarations of emergency issued by the State of Florida and by Volusia County, and as Mayor of the city of Ormond Beach, Florida, I do hereby declare a local emergency throughout the city of Ormond Beach that shall be effective to, and shall run concurrent with, the period prescribed in the Volusia County declaration of emergency, including any and all amendments thereto.

ORDERED this 7th day of October, 2024.

Bill Partington, Mayor
CITY OF ORMOND BEACH

ATTEST:

Joyce Shanahan, City Manager
CITY OF ORMOND BEACH

STATE OF FLORIDA

OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 24-214
(Emergency Management – Tropical Storm Milton)

WHEREAS, on October 5, 2024, showers and thunderstorms associated with an area of low pressure located over the southwestern Gulf of Mexico have gradually become better organized, and the storm is now identified as Tropical Storm Milton; and

WHEREAS, atmospheric and oceanic conditions are anticipated to support rapid intensification over the Gulf of Mexico, and Tropical Storm Milton is forecast to become a hurricane by early Monday; and

WHEREAS, this system could become a major hurricane near or at landfall along the West Florida Coast by the middle of next week; and

WHEREAS, there is an increasing risk of life-threatening storm surge and wind impacts for portions of the western Florida Peninsula beginning as soon as later Tuesday and Wednesday; and

WHEREAS, areas of heavy rainfall will impact portions of Florida well ahead of the tropical system, impacting Florida Gulf Coast communities still recovering from recent Major Hurricane Helene; and

WHEREAS, current computer modeling shows rainfall predictions of four to eight inches across the Florida Peninsula, with locally higher amounts in excess of eight to twelve inches possible; and

WHEREAS, much of Florida has recorded above normal rainfall over the past thirty days; North Florida has experienced rainfall totals of six to twelve inches above normal, with portions

of the eastern Florida Panhandle measuring fifteen to twenty inches above normal for this time of year; and

WHEREAS, this level of soil saturation will likely lead to a more rapid onset to flash, urban, and riverine flooding through next week; and

WHEREAS, heavy rainfall, flooding, and gusty winds will cause power outages due to downed trees and powerlines due to the already vulnerable state of Florida's vegetation and coastal infrastructure; and

WHEREAS, the consequences of these impacts could damage the operational capability of critical infrastructure including major interstates and roadways, bridges, airports, schools, hospitals, power grids, in addition to prolonging recovery efforts from Major Hurricane Helene; and

WHEREAS, as Governor of Florida, I am responsible to meet the dangers presented to the State of Florida and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Because of the foregoing conditions, which are projected to constitute a major disaster, I declare that a state of emergency exists in Brevard, Broward, Charlotte, Citrus, Collier, DeSoto, Flagler, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Lake, Lee, Manatee, Marion, Martin, Miami-Dade, Monroe, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, and Volusia counties.

Section 2. I designate the Executive Director of the Division of Emergency Management ("Director") as the State Coordinating Officer for the duration of this emergency and direct him to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency, including any logistical, rescue or evacuation operations. Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(6)-(12), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Executive Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. It is further ordered that the requirements of sections 943.13 and 943.131, Florida Statutes, as they may be applicable to the State Coordinating Officer, shall be waived for the duration of this emergency. The State Coordinating Officer shall not have the authority to suspend or limit the sale, dispensing, or transportation of firearms pursuant to section 252.36(6)(h), Florida Statutes. The State Coordinating Officer shall also have the authority to:

A. Invoke and administer the Emergency Management Assistance Compact ("EMAC") (sections 252.921-252.9335, Florida Statutes) and other compacts and agreements existing between the State of Florida and other states, and the further authority to coordinate the allocation of resources from such other states that are made available to Florida under such compacts and agreements so as to best meet this emergency.

B. Seek direct assistance and enter into agreements with any and all agencies of the federal government as may be needed to meet this emergency.

C. Direct all state, regional, and local governmental agencies, including law enforcement agencies, to identify personnel needed from those agencies to assist in meeting the response, recovery, and mitigation needs created by this emergency, and to place all such personnel

under the direct command and coordination of the State Coordinating Officer to meet this emergency.

D. Direct the actions of any state agency as necessary to implement the Federal Emergency Management Agency's National Disaster Recovery Framework.

E. Designate Deputy State Coordinating Officers and Deputy State Disaster Recovery Coordinators, as necessary.

F. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency. In accordance with section 252.3611(1), Florida Statutes, any such order, declaration, or other action shall specify each statute or rule being amended or waived, if applicable, and the expiration date for the order or action.

G. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer. No such order shall remain in effect beyond the expiration of this Executive Order, including any extension thereof.

H. Direct all state, regional, and local governmental agencies, including law enforcement agencies, to allow Floridians to return to their properties when it is reasonably safe to do so.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency. I further order the Director of the Florida State Guard to activate the Florida State Guard, as needed, to respond to this emergency.

Section 4. I find that the special duties and responsibilities resting upon some state, regional, and local agencies and other governmental bodies in responding to this emergency may

require them to suspend or waive certain statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(6)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor. No such suspension shall remain in effect beyond the expiration of this Executive Order, including any extension thereof.

B. Each state agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. In accordance with section 252.3611(1), Florida Statutes, any agency order, declaration, or other action suspending a statute or rule shall specify each statute or rule being amended or waived, if applicable, and the expiration date for the order or action. The requirements of sections 252.46 and 120.54(4), Florida Statutes, shall not apply to any such suspension issued by a state agency. No such suspension shall remain in effect beyond the expiration of this Executive Order, including any extension thereof.

C. In accordance with section 252.38(3), Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Following local procurement and contracting policies;

3) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without a ceiling as defined by 2 CFR 200.318(j) or cost plus a percentage of cost contracts prohibited by 2 CFR 200.324(d);

4) Incurring obligations;

5) Employment of permanent and temporary workers;

6) Utilization of volunteer workers;

7) Rental of equipment;

8) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and

9) Appropriation and expenditure of public funds.

D. All agencies whose employees are certified as disaster service volunteers within the meaning of section 110.120(2)(d), Florida Statutes, may, in accordance with section 110.120(3), Florida Statutes, release any such employees for such service as requested by the employee to meet this emergency.

E. The Secretary of the Florida Department of Transportation (DOT) may:

1) Waive the collection of tolls and other fees and charges for the use of the Turnpike and other public highways, to the extent such waiver may be needed to provide emergency assistance or facilitate the evacuation of the affected counties;

2) Manage the flow of traffic or close any and all roads, highways, and portions of highways as may be needed for the safe and efficient transportation of evacuees to those counties

that the State Coordinating Officer may designate as destination counties for evacuees in this emergency;

3) Suspend enforcement of the registration requirements pursuant to section 316.545(4), Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

4) Waive by special permit the warning signal requirements in the Utility Accommodations Manual to accommodate public utility companies from other jurisdictions which render assistance in restoring vital services; and

5) Waive the size and weight restrictions for divisible loads on any vehicles transporting emergency equipment, services, supplies, and agricultural commodities and citrus as recommended by the Commissioner of Agriculture, allowing the establishment of alternate size and weight restrictions for all such vehicles for the duration of the emergency. The DOT shall issue permits and such vehicles shall be subject to such special conditions as the DOT may endorse on any such permits.

Nothing in this Executive Order shall be construed to allow any vehicle to exceed weight limits posted for bridges and like structures, or relieve any vehicle or the carrier, owner, or driver of any vehicle from compliance with any restrictions other than those specified in this Executive Order, or from any statute, rule, order, or other legal requirement not specifically waived or suspended herein or by supplemental order by the State Coordinating Officer.

F. The Executive Director of the Department of Highway Safety and Motor Vehicles (DHSMV) may:

1) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to

provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

2) Waive the hours-of-service requirements for such vehicles;

3) Suspend the enforcement of the licensing and registration requirements under the International Fuel Tax Agreement (IFTA) pursuant to chapter 207, Florida Statutes, and the International Registration Plan (IRP) pursuant to section 320.0715, Florida Statutes, for motor carriers or drivers operating commercial motor vehicles that are properly registered in other jurisdictions and that are participating in emergency relief efforts through the transportation of equipment and supplies or providing other assistance in the form of emergency services;

4) Waive fees for duplicate or replacement vessel registration certificates, vessel title certificates, vehicle license plates, vehicle registration certificates, vehicle tag certificates, vehicle title certificates, handicapped parking permits, replacement drivers' licenses, and replacement identification cards and to waive the additional fees for the late renewal of or application for such licenses, certificates, and documents due to the effects of adverse weather conditions; and

5) Defer administrative actions and waive fees imposed by law for the late renewal or application for the above licenses, certificates, and documents, which were delayed due to the effects of adverse weather conditions, including in counties wherein the DHSMV has closed offices, or any office of the County Tax Collector that acts on behalf of the DHSMV to process renewals has closed offices due to adverse weather conditions. Recordkeeping and other applicable requirements for existing IFTA and IRP licensees and registrants are not affected by this Executive Order. The DHSMV shall promptly notify the State Coordinating Officer when the waiver is no longer necessary.

G. In accordance with section 465.0275(2), Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state or local agency but who do not reside in an area or county covered by this Executive Order. In accordance with section 465.019(4)(b), Florida Statutes, a hospital that operates a Class II or Class III institutional pharmacy located in an area or county covered under this Executive Order may prescribe and dispense a supply of medicinal drug lasting up to 72 hours.

H. All state agencies responsible for the use of state buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each state agency to report the closure of any State building or facility to the WebEOC system utilized by the Division of Emergency Management. Under the authority contained in section 252.36, Florida Statutes, I direct each county to report the closure of any building or facility operated or maintained by the county or any political subdivision on a daily basis to the WebEOC system. Furthermore, I direct the Secretary of the Department of Management Services to:

1) Maintain an accurate and up-to-date list of all such closures; and

2) Provide that list daily to the State Coordinating Officer.

I. All State agencies may abrogate the time requirements, notice requirements, and deadlines for final action on applications for permits, licenses, rates, and other approvals under any statutes or rules under which such application are deemed to be approved unless disapproved in writing by specified deadlines. All such time requirements that have not yet expired as of the date of this Executive Order are suspended and tolled to the extent necessary to meet this emergency.

J. All agencies shall implement Selected Exempt Services (SES) Extraordinary Payment Plans and Career Service Regular Compensatory Leave Payment Plans for:

1) All essential agency personnel who are required to work extraordinary hours when state-owned or state-operated facilities are closed in response to an emergency condition. Employees who are eligible to receive extraordinary pay under the agency's activated plan shall accrue special compensatory leave credits for work performed during facility closures up to the number of hours in the employee's established workday. For these employees, any additional time worked beyond the employee's established workday during facility closures will result in extraordinary pay;

2) All agency personnel who are assigned to the State Emergency Operations Center and are required to work extraordinary hours; and

3) All agency personnel who are deployed throughout the state in response to an emergency condition and are required to work extraordinary hours.

K. All State agencies may waive the forty-day time limit to issue a warrant pursuant to section 215.422(3)(b), Florida Statutes. This waiver applies to invoices and reimbursement requests arising from this emergency that were received, inspected, and approved by the agency prior to the expiration of this Executive Order, including any extension thereof. This waiver of section 215.422(3)(b), Florida Statutes, and all waivers based upon this waiver shall expire upon the expiration of this Executive Order, including any extension thereof.

L. The provisions of section 934.50, Florida Statutes, excluding subsection (4), are waived for state and local agencies conducting emergency operations arising from the state of emergency for the limited purpose of capturing aerial evidence concerning the amount of damage sustained to private and public property; to assist in search, rescue, and recovery activities; and prevent imminent danger to life or serious damage to property.

Section 5. All public facilities, including elementary and secondary schools, community colleges, state universities, and other facilities owned or leased by the state, regional or local governments that are suitable for use as public shelters shall be made available at the request of the local emergency management agencies to ensure the proper reception and care of all evacuees. Under the authority contained in section 252.36, Florida Statutes, I direct the Superintendent of each public-school district in the State of Florida to report the closure of any school within its district to the Commissioner of the Florida Department of Education. Furthermore, I direct the Commissioner of the Department of Education to:

A. Maintain an accurate and up-to-date list of all such closures; and

B. Provide that list daily to the State Coordinating Officer.

Section 6. I find that the demands placed upon funds specifically appropriated to state and local agencies for disaster relief or response are unreasonably great and that such funds may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys from the Emergency Preparedness and Response Fund.

Section 7. All state agencies entering emergency orders, emergency rules, or other emergency actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable thereafter, and, pursuant to section 252.36(3)(b), Florida Statutes, shall submit the order or declaration to the Division of Administrative Hearings within five (5) days of issuance.

Section 8. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further

condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 9. Pursuant to section 501.160, Florida Statutes, it is unlawful and a violation of section 501.204, Florida Statutes, for a person to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any essential commodity including, but not limited to, supplies, services, provisions, or equipment that is necessary for consumption or use as a direct result of the emergency.

Section 10. Under the authority contained in sections 252.36(6)(a), (g), and (m), Florida Statutes, I direct that, for the purposes of this emergency, the term "essentials", as defined by section 252.359(2), Florida Statutes, shall be the same as and no more expansive than the term "commodity", as defined by section 501.160(1)(a), Florida Statutes (hereinafter referred to collectively or alternatively as "essential commodities"). Accordingly, any person who delivers essential commodities to a location in the area(s) declared to be under a state of emergency by this Executive Order, and when necessary to ensure that those commodities are made available to the public, may travel within evacuated areas and exceed curfews, provided the State Coordinating Officer determines, after consultation with the appropriate Emergency Support Function(s), that:

A. Law enforcement officials in the declared area(s) can provide adequate security to protect the essential commodities from theft;

B. The weight of a delivery vehicle will not jeopardize the structural integrity of any roadway or bridge located within the declared area;

C. Delivery vehicles will not negatively impact evacuation activities in the declared area(s); and

D. Delivery vehicles will not negatively impact any response or recovery activities occurring within the declared area(s).

After consulting with the appropriate Emergency Support Function(s), and after consulting with local officials, the State Coordinating Officer may dictate the routes of ingress, egress, and movement within the declared area(s) that drivers must follow when delivering essential commodities.

Provided he or she is actually delivering medications, any person authorized to deliver medications under chapter 893, Florida Statutes, qualifies as a person delivering essential commodities.

In order to qualify as a person delivering essential commodities under this section, a person must be in the process of delivering essential commodities only. If an individual is transporting both essential and non-essential commodities, then this section shall not provide any authorization for that individual to enter into or move within the declared area(s).

Section 11. Consistent with Executive Order 80-29, nothing in this Executive Order shall prevent local jurisdictions in any area not declared to be under a state of emergency by this Executive Order from taking prompt and necessary action to save lives and protect the property of their citizens, including the authority to compel and direct timely evacuation when necessary.

Section 12. I authorize the Florida Housing Finance Corporation to distribute funds pursuant to section 420.9073, Florida Statutes, to any county, municipality, or other political subdivision located within the area(s) declared to be under a state of emergency by this Executive Order. The authority of the Florida Housing Finance Corporation to distribute funds in connection with this emergency shall expire six months after the expiration of this Executive Order, including any extension thereof.

Section 13. Pursuant to sections 252.36(6)(b) and 252.35(2)(z), Florida Statutes, it is further ordered that all Disaster Debris Management Sites and landfills in all counties impacted by Hurricane Helene shall remain open and allow twenty-four-hour debris drop off.

Section 14. All actions taken by the Director of the Division of Emergency Management with respect to this emergency before the issuance of this Executive Order are ratified.

Section 15. This Executive Order is effective immediately and shall expire sixty (60) days from this date unless extended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 5th day of October, 2024.

RON DESANTIS, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2024 OCT -5 PM 4:28
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 24-215

(Emergency Management – Amending Executive Order 24-214 – Tropical Storm Milton)

WHEREAS, on October 5, 2024, I issued Executive Order 24-214, declaring a state of emergency for thirty-five counties across the State of Florida due to the dangers presented by Tropical Storm Milton; and

WHEREAS, on October 6, 2024, Tropical Storm Milton continues to strengthen, and is forecast to undergo significant to rapid intensification over the next seventy two hours as it moves eastward over the central and eastern Gulf of Mexico; and

WHEREAS, the forecast indicates that Tropical Storm Milton will be at or near a catastrophic major hurricane upon landfall along the Florida West Coast, accompanied by life-threatening storm surge and severe wind gusts for the Florida Gulf Coast; and

WHEREAS, an amendment to Executive Order 24-214 is necessary because recovery efforts and those affected by this disaster require the continued support of the State of Florida; and

WHEREAS, as Governor of Florida, I am responsible to meet the dangers presented to the State of Florida and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Section 1 of Executive Order 24-214 is amended to read as follows:

Because of the foregoing conditions, which are projected to constitute a major disaster, I declare that a state of emergency exists in Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Lafayette, Lake, Lee, Levy, Madison, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, Suwanee, Taylor, Union, and Volusia counties.

Section 2. Except as amended herein, Executive Order 24-214 is ratified and reaffirmed.

Section 3. This Executive Order is effective immediately and shall expire upon the expiration of Executive Order 24-214.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 6th day of October, 2024.

RON DESANTIS, GOVERNOR

ATTEST:

SECRETARY OF STATE

DECLARATION OF LOCAL EMERGENCY
FOR HURRICANE MILTON

Consistent with the State of Emergency declared on October 5, 2024, by Governor Ron DeSantis in Executive Order Number 24-214, and pursuant to section 252.38(3)(a)(5), Florida Statutes, and section 46-143, Code of Ordinances, County of Volusia, the County Council hereby declares a State of Local Emergency, effective throughout Volusia County as of 10:00 A.m. on this date for a period of seven days.

ORDERED this 7th day of October, 2024.

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

Jeffrey S. Brower
County Chair

ATTEST:

George Recktenwald
County Manager

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title: ***ORDINANCE NO. 2024-34*** *AN ORDINANCE RECOGNIZING A DECLARATION OF EMERGENCY ISSUED BY THE GOVERNOR OF THE STATE OF FLORIDA, EFFECTIVE THROUGHOUT THE STATE INCLUDING VOLUSIA COUNTY AND THE MUNICIPALITIES SITUATED THEREIN; RECOGNIZING A DECLARATION OF LOCAL EMERGENCY ISSUED BY VOLUSIA COUNTY, EFFECTIVE THROUGHOUT THE COUNTY INCLUDING THE MUNICIPALITIES THEREIN; RATIFYING AND AFFIRMING A DECLARATION OF EMERGENCY ISSUED BY THE MAYOR OF THE CITY OF ORMOND BEACH, EFFECTIVE THROUGHOUT THE CITY; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO FACILITATE THE PROVISION OF EXPEDITIOUS MANAGEMENT OF BUILDING PERMIT APPLICATIONS; AUTHORIZING THE ISSUANCE OF ON-SITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE MILTON; PROVIDING FOR THE WAIVER OF PERMIT FEES ASSOCIATED THEREWITH; PROHIBITING UNLICENSED OR UNAUTHORIZED CONTRACTORS FROM ENGAGING IN UNLICENSED OR UNAUTHORIZED ACTIVITIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE.*

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ 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.
   N/A

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:
   N/A
   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

   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.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.
   N/A

4. Any additional information the City determines may be useful. *N/A*

   (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.)

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 11.A

Section:	DISCUSSION AND DIRECTION ITEMS		
Item Category:	Discussion Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	City Attorney Evaluation		
Summary:	**Introduction** This is a discussion item to review the city attorney's performance evaluations. The individual evaluations from the mayor and each city commissioner, as well as an evaluation summary are attached for your reference. **Discussion** The city attorney serves as legal counsel to the city commission, city manager, city departments and divisions, and to all city advisory boards and committees. The city attorney is also responsible for handling a variety of legal matters, including transactional matters, liability claims, and litigation. The laws affecting the operation of local government agencies change frequently and the nuances in law often pose challenges that require creative solutions. I am fortunate to work with experienced legal staff, and a city manager (including staff members) who provide exceptional service to the city commission and the community. Their hard work is reflected in your evaluations. The evaluation form included ten categories utilizing a point rating system of: 1 (Unsatisfactory), 2 (Improvement Needed), 3 (Meets Expectations), 4 (Exceeds Expectations), and 5 (Outstanding). The highest attainable score for each evaluation is 50 points (and the highest attainable cumulative score for all evaluations combined is 250 points). A brief summary of the evaluations follows: Mayor Partington: 50 points (Average Score: 5.0) Deputy Mayor Briley: 50 points (Average Score: 5.0) Commissioner Persis: 50 points (Average Score: 5.0) Commissioner Sargent: 50 points (Average Score: 5.0)		

	Commissioner Tolland: 50 points (Average Score: 5.0) Total Cumulative Points: 250 points (Cumulative Average Score: 5.0) I appreciate the confidence the city commission has entrusted to me. **Recommendation** Accept as presented.
Financial Impact:	None
Citizen Impact:	None
Recommended Action (Staff, Advisory Board and/or Other):	Accept as presented.
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217
Attachments:	1. City Attorney Evaluation Summary 2. Commissioner Briley 3. Commissioner Persis 4. Commissioner Sargent 5. Commissioner Tolland 6. Mayor Partington
Approval:	Kelly McGuire, Finance Director 10/7/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

2024 EVALUATION SUMMARY OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					Briley Partington Persis Sargent Tolland
Comments: Briley: Randy has a great knowledge of the legal field as it relates to municipal government. Persis: Randy has been employed by the city since 1993. His reputation is impeccable. Tolland: On more than one occasion, Mr. Hayes has counseled me on my legal obligations and helped me navigate complex issues.					
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					Briley Partington Persis Sargent Tolland
Comments: Briley: Randy is always effective and timely-always available for questions. Tolland: Mr. Hayes presents a complete analysis of issues before commission and offers alternatives to consider. Mr. Hayes has been pro-active with city welfare in mind, particularly in Hunters Ridge/Flagler County issue.					
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					Briley Partington Persis Sargent Tolland
Comments: Briley: Manages employees effectively – well respected by those who work for/with him. Tolland: Efficiently reorganizes resolutions in real-time. Helps to plan strategically, policies to protect city and manage all aspects of our community.					
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					Briley Partington Persis Sargent Tolland
Comments: Briley: Very effective in dealing with litigation – the last year has proven his effectiveness. Persis: Randy keeps the commission updated of significant legal issues. Tolland: 100% - on top of potential litigation and legal issues that will affect our quality of life. Provides advice to all. Will seek outside counsel when necessary.					
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial)					Briley Partington Persis Sargent Tolland

- Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)	Comments: Briley: Very fair with everyone he works with and very respectable. Persis: Randy uses sound judgment and responds in a timely manner. Tolland: Mr. Hayes is absolutely professional, consistent, ethical, uses sound judgement and presents careful, thought out opinions.					
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies						Briley Partington Persis Sargent Tolland
	Comments: Briley: Works very well with Joyce. Tolland: One can see the mutual respect between city manager and attorney – both are informed and work together towards resolution of issues.					
VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate						Briley Partington Persis Sargent Tolland
	Comments: Briley: Randy enjoys a great relationship with the City Commission. Tolland: I have always felt comfortable reaching out with complex questions and Mr. Hayes is responsive and timely. He will circle back if answers are not readily available on updates requested.					
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees						Briley Partington Persis Sargent Tolland
	Comments: Briley: Randy is well respected by members of the public, advisory boards and the Commission. Persis: Randy is always courteous to the public, staff and commission. Tolland: Always professional, willing to help when asked. Will seek additional support from other attorneys for complex issues if needed.					
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise						Briley Partington Persis Sargent Tolland
	Comments: Briley: Always explains things in terms people can understand. Persis: Responses from Randy are always concise and timely. Tolland: Communicates well – and will readily redirect commission when needed.					
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)						Briley Partington Persis Sargent Tolland
	Comments: Briley: Works and coordinates well with other agencies. Tolland: Works with County on complex issues: interlocal agreements, fuel farm issues, …					

Overall Rating
Highest attainable score for each evaluation: 50 points
Highest attainable cumulative score for all evaluations combined: 250 points

Mayor Partington:	***50 points***	***(Average Score: 5.0)***
Commissioner Briley:	***50 points***	***(Average Score: 5.0)***
Commissioner Persis:	***50 points***	***(Average Score: 5.0)***
Commissioner Sargent:	***50 points***	***(Average Score: 5.0)***
Commissioner Tolland:	***50 points***	***(Average Score: 5.0)***
Total cumulative points:	***250 points***	***(Cumulative Average Score: 5.0)***

SECTION II.
Commission Member Comments

Mayor Partington: Each year seems to get busier and more challenging than the next…and lucky for Ormond Beach Randy Hayes continues to be up to the task of providing exceptional representation on the legal front! Level headed with nerves of steel, Randy's deep knowledge of the history and legal framework of our community continues to produce excellent results for our residents and staff. Any city or community would be blessed to have Randy as their attorney but Ormond Beach especially so – Randy is a local with over three decades of service to our residents! Thank you Randy for your continued exceptional service!

Commissioner Briley: Randy does a fine job working with our advisory boards, addressing concerns from our residents, and working with our City Commission. Keep up the great work, Randy!

Commissioner Persis: Our commission and city are incredibly fortunate to have Randy Hayes as our City Attorney. His ability to navigate challenging situations with a positive, proactive approach is invaluable, and his dedication consistently benefits our community.

Commissioner Sargent: Mr. Hayes has helped the city navigate through some of the toughest situations. His leadership and high degree of integrity is unmatched.

Commissioner Tolland: I enjoy working with Mr. Hayes. I feel 100% comfortable that he is knowledgeable and will protect the city, the residents, the staff, the commissioners. His leadership is stellar. He can communicate so that one can understand the issues at hand. We are blessed to have Mr. Hayes and his staff in our Ormond Beach Community.

2024 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					✓
Comments: Randy has a great knowledge of the legal field as it relates to municipal govt.					
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					✓
Comments: Randy is always effective and timely — Always available for questions.					
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					✓
Comments: Manages employees effectively - well respected by those who work for/with him.					
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					✓
Comments: Very effective in dealing with litigation — the last year has proven his effectiveness.					
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					✓
Comments: Very fair with everyone he works with & very respectable.					
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					✓
Comments: Works very well with Joyce.					

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					✓
	Comments: Randy enjoys a great relationship with the City Commission.				
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					✓
	Comments: Randy is well respected by members of the public, advisory boards & the Commission.				
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					✓
	Comments: Always explains things in terms people can understand.				
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					✓
	Comments: Works and coordinates well with other agencies.				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Randy does a fine job working with our Advisory Boards, addressing concerns from our residents, and working with our City Commission. Keep up the great work, Randy!

Evaluation Completed by: Harold Bailey **Date:** 9/25/24

2024 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes

Date of Hire: April 1, 1993

Section I. Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					X
II. Randy has been employed by the city since 1993. His reputation is	Comments: impeccable.				
III. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					X
IV.	Comments:				
V. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					X
VI.	Comments:				
VII. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					X
VIII.	Comments: Randy keeps the commission updated of significant legal issues.				
IX. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					X
X.	Comments: Randy uses sound judgment and responds in a timely manner.				
XI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives					X

- Responsive to requests, timely in making replies						
XII.	Comments:					

XIII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					X
XIV.	Comments:				
XV. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					X
XVI. Randy is always courteous to the public, staff and commission.	Comments:				
XVII. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					X
XVIII. Responses from Randy are always concise and timely.	Comments:				
XIX. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					X
XX.	Comments:				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Our commission and city are incredibly fortunate to have Randy Hayes as our City Attorney. His ability to navigate challenging situations with a positive, proactive approach is invaluable, and his dedication consistently benefits our community.

Evaluation Completed by: Susan A. Perez

Date: 9-18-24

2024 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					✓
	Comments:				
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					✓
	Comments:				
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					✓
	Comments:				
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					✓
	Comments:				
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					✓
	Comments:				
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					✓
	Comments:				

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					✓
	Comments:				
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					✓
	Comments:				
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					✓
	Comments:				
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					✓
	Comments:				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

MR Hayes has helped the City navigate through some of the toughest situations. His leadership and high degree of integrity is unmatched.

Evaluation Completed by: _____ **Date:** 9/26/24

2024 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					✓
	Comments: On more than one occasion, Mr. Hayes has counseled me on my legal obligations and helped me navigate complex issues.				
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					✓
	Comments: Mr Hayes presents a complete analysis of issues before commission and offers alternatives to consider. Mr. Hayes has been pro-active with city welfare in mind, particularly in Hunters Ridge/Flagler County issue.				
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					✓
	Comments: Efficiently reorganizes resolutions in real-time Helps to plan strategically, policies to protect city and manage all aspects of our community				
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					✓
	Comments: 100% - on top of potential litigation and legal issues that will effect our quality of life. Provides advice to all. Will seek outside counsel when necessary.				
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					✓
	Comments: Mr Hayes is absolutely professional, consistent, ethical, uses sound judgement and presents careful, thought out opinions.				
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					✓
	Comments: One can see the mutual respect between City manager & attorney - Both are informed and work together towards resolution of issues.				

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					✓
	Comments: I have always felt comfortable reaching out with complex questions and Mr Hayes is responsive & timely. He will circle back if answers are not readily available on updates requested.				
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					✓
	Comments: Always professional, willing to help when asked. Will seek additional support from other attorneys for complex issues if needed.				
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					✓
	Comments: Communicates well - and will readily redirect commission when needed -				
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					✓
	Comments: Works with County on complex issues: interlocal agreements, Fuel Farm issues,...				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

I enjoy working with Mr Hayes. I feel 100% comfortable that he is knowledgeable and will protect the city, the residents the staff, the commissioners,. His leadership is stellar. He can communicate, so that one can understand the issues at hand. We are blessed to have Mr Hayes and his staff in our Ormond Beach community.

Evaluation Completed by: L Belanch **Date:** 9/20/2024

2024 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
	Place a mark in the box that applies.				
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					✓
	Comments:				
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					✓
	Comments:				
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					✓
	Comments:				
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					✓
	Comments:				
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					✓
	Comments:				
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					✓
	Comments:				

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					✓
	Comments:				
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					✓
	Comments:				
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					✓
	Comments:				
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					✓
	Comments:				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Each year seems to get busier and more challenging than the next... and lucky for Ormond Beach Randy Hayes continues to be up to the task of providing exceptional representation on the legal front! Level headed with nerves of steel Randy's deep knowledge of the history and legal framework of our community continues to produce excellent results for our residents and staff. Any City or community would be blessed to have Randy as their attorney but Ormond Beach especially so - Randy is a local with over 3 decades of service to our residents! Thank you Randy for your continued exceptional service!

Evaluation Completed by: Bill Partington **Date:** 9/25/2024

City of Ormond Beach
AGENDA ITEM

October 15, 2024 - City Commission

Number: 11.B

Section:	DISCUSSION AND DIRECTION ITEMS		
Item Category:	Discussion Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager Evaluation		
Summary:	This is a discussion item to review the City Manager's performance evaluations. The individual evaluations from the Mayor and each Commissioner, as well as an evaluation summary are attached for your reference. The City Manager serves as the chief administrative officer of the city and carries out the policy direction of the mayor and city commission and is responsible for the administration of all city affairs. The City Manager is also responsible for the preparation and submission of the annual budget, budget message, and capital program. The evaluation form includes 5 categories with a total of 11 questions, utilizing a point rating system of: 1 (Unsatisfactory), 2 (Improvement Needed), 3 (Meets Expectations), 4 (Exceeds Expectations), and 5 (Outstanding). The highest attainable score for each evaluation is 55 points (and the highest attainable cumulative score for all evaluations combined is 275 points). A brief summary of the evaluations follows: Mayor Partington: 55 points (Average Score: 5.0) Deputy Mayor Briley: 55 points (Average Score: 5.0) Commissioner Tolland: 55 points (Average Score: 5.0) Commissioner Sargent: 55 points (Average Score: 5.0) Commissioner Persis: 55 points (Average Score: 5.0) Total Cumulative Points: 275 points (Cumulative Average Score: 5.0) Thank you for the opportunity to continue to serve as your City Manager. It is a privilege to work with such a dedicated City Commission whose steadfast leadership guides our city through the unusual and challenging circumstances presented this year. I am also grateful for the hard work of our City Attorney whose vast knowledge and expertise		

	continues to provide exceptional guidance and legal assistance that is unmatched in his profession. As always, our entire City staff continues to take great pride in their work and is unsurpassed in their level of service to the City and its citizens.
Financial Impact:	None
Citizen Impact:	None
Recommended Action (Staff, Advisory Board and/or Other):	Accept as presented.
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200
Attachments:	1. CM Evaluation Mayor Partington 2024 2. CM Evaluation Commissioner Briley 2024 3. CM Evaluation Commissioner Tolland 2024 4. CM Evaluation Commissioner Sargent 2024 5. CM Evaluation Commissioner Persis 2024 6. CM Summary Evaluation 2024 7. 2023 Strategic Plan Update - Aug 2023 8. 2023 Strategic Plan Update - Feb. 2024 9. State of the City Brochure - Oct 2023
Approval:	Kelly McGuire, Finance Director 10/1/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/9/2024 Joyce Shanahan, City Manager 10/11/2024

2024 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					✓
	Comments:				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					✓
	Comments:				
III. Personnel Management - Effectuates sound personnel selection and placement policies - Promotes the "public service role" for City employees, emphasizing exemplary performance - Motivates personnel through leadership and training - Makes proper assignment of staff and appropriate use of resources					✓
	Comments:				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Develops new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency - Conforms to high standards of the profession					✓
	Comments:				

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V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					✓
	Comments:				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					✓
	Comments:				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provides the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					✓
	Comments:				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					✓
	Comments:				

IX. Relationship with City Attorney - Demonstrates ability to cooperate, work, and communicate with City Attorney					✓
	Comments:				
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					✓
	Comments:				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					✓
	Comments:				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Joyce continues to perform at an exceptionally high level! Well respected by all, I continuously hear great things from the community about her service to Ormond Beach, Volusia County and Florida. Our City is lucky to have such a dedicated consummate professional at the helm! Joyce is an excellent role model for all Ormond Beach with great work ethic, great communication and you can always trust her to do the right thing for our residents!

Evaluation Completed by: Bill Partington **Date:** 9/25/2024

2024 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					✓
	Comments: Joyce is always very professional in her representation of Ormond Beach, and is well respected in the community.				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					✓
	Comments: Joyce is always responsive to calls I give her regarding citizen concerns, and seeks quick resolution to problems.				
III. Personnel Management - Effectuates sound personnel selection and placement policies - Promotes the "public service role" for City employees, emphasizing exemplary performance - Motivates personnel through leadership and training - Makes proper assignment of staff and appropriate use of resources					✓
	Comments: Joyce sets herself as an example of ~~how~~ our city employees should serve our city.				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Develops new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency - Conforms to high standards of the profession					✓
	Comments: Joyce has demonstrated great effectiveness ~~at~~ City manager.				

V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					✓
	Comments: Joyce is always attentive and responsive to the needs and requests of the Commission. Keeps Commission goals a priority.				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					✓
	Comments: Always keeps us abreast of legislative and policy changes.				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provides the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					✓
	Comments: Joyce is always open to budgetary ideas and comments from the Commission. Always seeks to help us "hold the line" on taxes, yet provide first class services for our residents.				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					✓
	Comments: Joyce keeps us properly informed of any and all issues pertinent to the Commission – always timely with information and updates.				

IX. Relationship with City Attorney - Demonstrates ability to cooperate, work, and communicate with City Attorney					✓
Comments: Randy is always singing praises for Joyce! He has a great respect for her and the job she does.					
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					✓
Comments: Joyce is constantly in contact with citizen groups and volunteers with organizations such as Team Volusia and the Daytona Rotary. Joyce enjoys a great relationship with our residents who have a great respect for her.					
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					✓
Comments: Joyce is well respected by her peers, not only in Volusia County, but the entire State.					

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Keep up the great work, Joyce!
We appreciate you!
We are also fortunate to have you!

Evaluation Completed by: Harold Briley **Date:** 9/25/24

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2024 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					✓
	Comments: Joyce is well respected as a community leader. She actively participates in organizations that enhance OB quality of life				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					✓
	Comments: CM clearly states intent of preserving the city's best interest in her decision making. She will involve staff the provide solutions and alternatives to difficult issues before a recommendation is offered. CM will propose to get back to commission when additional info is requested				
III. Personnel Management - Effectuates sound personnel selection and placement policies - Promotes the "public service role" for City employees, emphasizing exemplary performance - Motivates personnel through leadership and training - Makes proper assignment of staff and appropriate use of resources					✓
	Comments: CM was creative with personnel roles: combining & redefining job descriptions to fit need & budget (i.e. 2 city asst. mgrs)				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Develops new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency - Conforms to high standards of the profession					✓
	Comments: CM is Knowledgeable of municipal government as well as understanding state and federal oversight. CM is particularly savy in fiscal matters - CM continues with professional training to improve effectiveness of leadership.				

V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					✓
	Comments: Strategic planning sessions are planned to assist with goal setting and budget. CM's past experience assists with realistic goal setting and expectations CM is aware of community & staffing needs and works to provide options & solutions (i.e. Riverbend Golf Course)				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					✓
	Comments: With assistance of city attorney, CM is aware of public policy and how developments may affect the city. They work together to protect when needed (i.e. Live Local Act)				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provides the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					✓
	Comments: CM. expertly manages a tight budget and will discuss with commission any variances that may arise. City actively participates in grant-making opportunities, expanding our ability to do more with less tax payer $. Budget protects our residents lifestyle & safety while enhancing their quality of life				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					✓
	Comments: CM will reach out to commissioners on a regular basis prior to upcoming meetings and will also be available when requested. CM will bring together appropriate staff when needed for discussion – CM will inform commission of potential issues that may require additional attention – CM is responsive to my requests –				

IX. Relationship with City Attorney - Demonstrates ability to cooperate, work, and communicate with City Attorney					✓
	Comments: Examples: Belvedere, working with S.R. Perrott : Hunters Ridge / Flagler land dispute : Tomoka Oaks redevelopment : Live local Act : Protection : Homelessness issue				
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					✓
	Comments: CM is active in community organizations and is well respected. CM attends community functions and is visible - She represents OB well. CM will respond to resident issues and with assistance of City Attorney counsel / will respond to media inquires - CM works with public information officer to communicate impt. information				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					✓
	Comments: CM regularly attends manager conferences, works with FDOT, FDEP, FAA, and other governmental organizations				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Evaluation Completed by: L. Tolland **Date:** 9/24/24

2024 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					✓
	Comments:				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					✓
	Comments:				
III. Personnel Management - Effectuates sound personnel selection and placement policies - Promotes the "public service role" for City employees, emphasizing exemplary performance - Motivates personnel through leadership and training - Makes proper assignment of staff and appropriate use of resources					✓
	Comments:				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Develops new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency - Conforms to high standards of the profession					✓
	Comments:				

V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					✓
	Comments:				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					✓
	Comments:				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provides the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					✓
	Comments:				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					✓
	Comments:				

IX. Relationship with City Attorney - Demonstrates ability to cooperate, work, and communicate with City Attorney					✓
	Comments:				
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					✓
	Comments:				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					✓
	Comments:				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Joyce is an outstanding leader. Alway available to answer concern/questions. She is a true leader with the highest level of integrity. Thank You for all You do for Ormond Beach.

Evaluation Completed by: _____ **Date:** 9/26/24

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2024 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					X
	Comments:				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					X
	Comments:				
III. Personnel Management - *Effectuates sound personnel* selection and placement policies - Promotes the "public service role" for City employees, emphasizing exemplary performance - Motivates personnel through leadership and training - Makes proper assignment of staff and appropriate use of resources					X
	Comments: Our city staff are top notch! Thank you, Joyce, for hiring the best candidates and bringing out their finest qualities.				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Develops new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency - Conforms to high standards of the profession					X
	Comments:				

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V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					X
Comments: Joyce consistently and accurately anticipates the needs of our city and its citizens.					
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					X
Comments:					
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provides the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					X
Comments:					
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					X
Comments: I appreciate that Joyce keeps the Commission informed about issues important to our goals.					

IX. Relationship with City Attorney - Demonstrates ability to cooperate, work, and communicate with City Attorney					X
	Comments:				
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					X
	Comments:				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					X
	Comments: Joyce has positive relationships with city stakeholders. She is supportive of our first responders, public works leisure services and staff. The quality of their work is evident as our city is a beautiful place in which to live.				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

I have deep admiration for the incredible work you do as City Manager. Your unwavering dedication to Ormond Beach and its residents is truly remarkable. Your leadership has made a lasting impact, and it's clear that our city thrives because of your vision and commitment.

Evaluation Completed by: Susan A. Persis **Date:** 9-18-24

2024 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					Partington Briley Tolland Sargent Persis
	Comments:				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					Partington Briley Tolland Sargent Persis
	Comments: .				
III. Personnel Management - Effectuates sound personnel selection and placement policies - Promotes and supports the "public service role" for City employees and emphasizes exemplary performance - Motivates personnel through leadership and training - Make proper assignment of staff and appropriate use of resources					Partington Briley Tolland Sargent Persis
	Comments:				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Uses initiative to develop new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency					Partington Briley Tolland Sargent Persis
	Comments:				

- Conforms to high standards of the profession					
V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					Partington Briley Tolland Sargent Persis
	Comments:				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					Partington Briley Tolland Sargent Persis
	Comments:				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provide the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					Partington Briley Tolland Sargent Persis
	Comments:				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and					Partington Briley Tolland Sargent Persis

policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					
	Comments: .				
IX. Relationship with City Attorney - Demonstrates ability to cooperate, work and communicate with City Attorney					Partington Briley Tolland Sargent Persis
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					Partington Briley Tolland Sargent Persis
	Comments:				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					Partington Briley Tolland Sargent Persis
	Comments:				

Overall Rating
Highest Attainable score for each evaluation: 55
Highest attainable cumulative score for all evaluations combined: 275 points

	Points	Overall Score
Mayor Partington	55	5.00
Commissioner Tolland	55	5.00
Commissioner Sargent	55	5.00
Commissioner Persis	55	5.00
Commissioner Briley	55	5.00
Total Cumulative Point	275	5.00

SECTION II.
Commission Member Comments

Mayor Partington: Joyce continues to perform at an exceptionally high level! Well respected by all. I continuosly hear great things from the community about her service to Ormond Beach, Volusia County and Florida. Our City is lucky to have such a dedicated consummate professional at the helm! Joyce is an excellent role model for all Ormond Beach with great work ethics, great communication and you can always trust her to do the right thing for our residents!

Commissioner Briley: Keep up the great work, Joyce! We appreciate you! We are also fortunate to have you!

Commissioner Sargent: Joyce is an outstanding leader. Always available to answer concerns/questions. She is a true leader with the highest level of integrity. Thank you for all you do for Ormond Beach.

Commissioner Persis: I have deep admiration for the incredible work you do as City Manager. Your unwavering dedication to Ormond Beach and its residents is truly remarkable. Your leadership has made a lasting impact, and it's clear that our city thrives because of your vision and commitment.

CITY OF ORMOND BEACH

STRATEGIC PLAN UPDATE

AUGUST 2023



MISSION STATEMENT

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

CITY COMMISSION

Mayor
Bill Partington

Deputy Mayor & Zone 4 Commissioner Harold Briley

Zone 1 Commissioner
Lori Tolland

Zone 2 Commissioner
Travis Sargent

Zone 3 Commissioner
Susan Persis

STRATEGIC PLANNING PROCESS

In a remarkable expansion of our citizen engagement process, Ormond Beach launched the OB Life project in 2018, which included six community meetings to address community issues such as development, transportation, environment, public safety, leisure services, and economic development. The input gathered from community members became a valuable resource for the strategic planning workshop, attended by the Mayor, City Commissioners, City Manager, City Attorney, and senior staff in February 2019.

During the workshop, Commissioners identified overall strategic issues and specific objectives for the city to accomplish in the next few years and published this to residents as the Strategic Plan. The City continues to utilize the OB life platform as a way to engage citizens when important issues arise and publishes annual progress updates.

In January of 2023, the City Commission met to reaffirm their commitment to the goals set for the City Ormond Beach and refine their priority objectives for implementation. They set new strategic objectives to support these goals and will use these throughout the budgeting process to ensure timely accomplishment.

MAYOR'S MESSAGE

BILL PARTINGTON

As Mayor of Ormond Beach, I cannot stress enough how essential it is for us to listen to our residents and incorporate their valuable feedback in all of our decisions. The OB Life project and its series of community forums were a fantastic way for us to engage with our residents and learn about their vision for our city's future. It's not just limited to that - we value every single email, survey, and suggestion that we receive from our residents because it's these insights that help us understand what truly matters to all of us.



2023 IDENTIFIED STRATEGIC ISSUES

1. **TRANSPORTATION & COMMUNITY DEVELOPMENT**
2. **ECONOMIC DEVELOPMENT**
3. **GOVERNANCE**
4. **PUBLIC SAFETY**
5. **QUALITY OF LIFE**
6. **WATER QUALITY & THE ENVIRONMENT**



TOP PRIORITIES

- Expand reclaimed water system and reuse pond out West (8 votes)
- Upgrade City Commission chambers technology (7 votes)
- New Police Department and EOC West of town (7 votes)
- Reuse or repurpose the Riverbend property (5 votes)
- Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
- Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)



★ *Updates indicated with yellow star on the following pages.*

TRANSPORTATION & COMMUNITY DEVELOPMENT

GOAL STATEMENT

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

- Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
  - Project successful in obtaining legislative funding assistance; City staff working with Florida Department of Economic Opportunity to prepare Project Scope and grant contract for "Downtown Community Center" planning and design.
- Update airport operations, including noise abatement (3 votes)
- Encourage ER/medical presence on the beachside (3 votes)
- Build park/community center west of I-95 (2 votes)
  - Hosted (3) staff meetings to discuss potential location and usage. Portions of the staff committee discussed potential 27 acre land acquisition west of 95.
- US-1 and I-95 Interchange construction (2 votes)
  - ·Project included in State of Florida's Moving Florida Forward Plan; and included as project budgeted for funding.
  - ·PD&E portion of project completed, this project is progressing from planning to design phase with FDOT.
- Look at Vision Zero FDOT pledge (ped/car safety) (2 votes)
  - ·Staff has reached out to FDOT, currently reviewing examples of other pledge Ordinances, Resolutions, Commission Items. Working toward September Commission Date for Commission Presentation.

ECONOMIC DEVELOPMENT

GOAL STATEMENT

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

- Reuse or repurpose Riverbend property (5 votes)
  - GAI Consultants are finalizing the concepts and report on the airport property.
- Continue attracting and retaining high-wage jobs and the development of Ormond Crossings (3 votes)
  - Forte Frozen expanded. They invested $4 million to add e-commerce operation. Anticipated to add 50 new jobs in 2 years.
  - Valiant Modular expanded their facility to add additional capacity, retaining their workforce.
  - EconDev Dept has responded to 8 Requests for Information from Team Volusia Economic Development Corporation.
  - EconDev Dept has seven active projects related to business expansion and attraction in the city.
  - City received state appropriations in the amount of $750,000 as a match to city funds to expand the business park, providing sites available for the expansion of target industry.



GOVERNANCE

- Upgrade City Commission chambers technology (online listening for meetings, microphones, monitors, podium, electronic voting/commission request to speak) (7 votes)
  - Reviewing applicable software and determining the next steps in the acquisition of audio and video equipment.
- Electronic information sign for upcoming events (2 votes)
  - Based on City Commission direction, a discussion item regarding electronic changeable copy signage is being assembled, including previous actions on the topic.
- Website redesign (2 votes)
  - Multiple vendor meetings have taken place and staff is reviewing full pricing details and scheduling for development timelines.

GOAL STATEMENT

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



PUBLIC SAFETY

- New Police Department and EOC West of town (7 votes)
  - Project unsuccessful in obtaining legislative funding assistance
  - City staff reviewing Requests for Proposals from other municipalities to perform space / needs analysis.
  - Attend monthly update meetings to discuss projects on a monthly basis.
  - Work with City GIS staff to create updated maps for location options.
  - Reviewed maps with city manager, assistant city manager, to discuss options.
- Convert city parking lots to LED (3 votes)
- Review and look at the DARE program and other programs (2 votes)
- Develop an aggressive dog ordinance (2 votes)

GOAL STATEMENT

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



QUALITY OF LIFE

- Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- Complete Doug Thomas Way (3 votes)
  - ·Design and bidding complete. Project construction contract scheduled for award by City Commission at their September 6 meeting.
- Maintain lights downtown and add bridge uplighting (2 votes)
  - ·Bridge uplighting requirements to be reviewed. Project specification for Cassen Park renovations to include accommodations for Bridge uplighting improvements.
- Rehab Chief Tomokie statue (2 votes)
  - Spoke with DEP Park Management to discuss history of the statue, including usage, repairs, maintenance, and current overall condition.
  - Meeting to determine next steps and interest in a joint project for refurbishment.
- Mental wellness signage and resources on the website/first responder assistance (2 votes)

GOAL STATEMENT

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

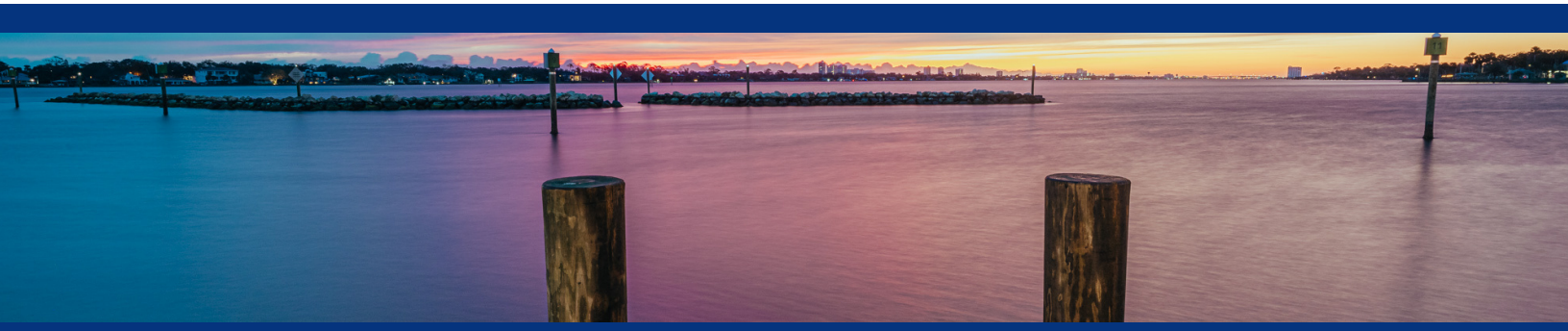


WATER QUALITY & THE ENVIRONMENT

GOAL STATEMENT

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

- Expand reclaimed water system and reuse pond out West (8 votes)
  - ·Comments from seller provided to City, City Attorney's office reviewing with regards to contract.
  - ·City has provided draft scope of work to SJRWMD and is working with SJRWMD to finalize grant agreement for cooperative funding grant.
  - ·Survey of Airport Road on-going for design of up-sized reclaimed water transmission main.
- Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)
  - ·Staff working to finalize project management contract covering public outreach component.
- Enhance commitment to reducing the use of plastic straws/bags/styrofoam (2 votes)
  - Planning a social media campaign to bring impact and awareness of single use plastics, bags and Styrofoam goods.
  - Planning a series of educational sessions regarding benefits of alternative vessels.
  - Planning a series of educational sessions focusing on wildlife impact of single use items.



CITY OF ORMOND BEACH

STRATEGIC PLAN UPDATE

FEBRUARY 2024



MISSION STATEMENT

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

CITY COMMISSION

Mayor
Bill Partington

Deputy Mayor & Zone 4 Commissioner Harold Briley

Zone 1 Commissioner
Lori Tolland

Zone 2 Commissioner
Travis Sargent

Zone 3 Commissioner
Susan Persis

STRATEGIC PLANNING PROCESS

In a remarkable expansion of our citizen engagement process, Ormond Beach launched the OB Life project in 2018, which included six community meetings to address community issues such as development, transportation, environment, public safety, leisure services, and economic development. The input gathered from community members became a valuable resource for the strategic planning workshop, attended by the Mayor, City Commissioners, City Manager, City Attorney, and senior staff in February 2019.

During the workshop, Commissioners identified overall strategic issues and specific objectives for the city to accomplish in the next few years and published this to residents as the Strategic Plan. The City continues to utilize the OB life platform as a way to engage citizens when important issues arise and publishes annual progress updates.

In January of 2023, the City Commission met to reaffirm their commitment to the goals set for the City Ormond Beach and refine their priority objectives for implementation. They set new strategic objectives to support these goals and will use these throughout the budgeting process to ensure timely accomplishment.

MAYOR'S MESSAGE

BILL PARTINGTON

As Mayor of Ormond Beach, I cannot stress enough how essential it is for us to listen to our residents and incorporate their valuable feedback in all of our decisions. The OB Life project and its series of community forums were a fantastic way for us to engage with our residents and learn about their vision for our city's future. It's not just limited to that - we value every single email, survey, and suggestion that we receive from our residents because it's these insights that help us understand what truly matters to all of us.



IDENTIFIED STRATEGIC ISSUES



1. **TRANSPORTATION & COMMUNITY DEVELOPMENT**
2. **ECONOMIC DEVELOPMENT**
3. **GOVERNANCE**
4. **PUBLIC SAFETY**
5. **QUALITY OF LIFE**
6. **WATER QUALITY & THE ENVIRONMENT**

TOP PRIORITIES



- Expand reclaimed water system and reuse pond out West (8 votes)
- Upgrade City Commission chambers technology (7 votes)
- New Police Department and EOC West of town (7 votes)
- Reuse or repurpose the Riverbend property (5 votes)
- Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
- Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)

★ *Updates indicated with yellow star on the following pages.*

TRANSPORTATION & COMMUNITY DEVELOPMENT

GOAL STATEMENT

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

- Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
  - Engineering staff met with Grow the Loop representative to discuss ways that the redevelopment of the site can incorporate elements of the loop.
- Update airport operations, including noise abatement (3 votes)
  - Staff continues to notify and encourage flight schools to abide by the voluntary noise abatement procedures.
- Encourage ER/medical presence on the beachside (3 votes)
  - Staff has been in touch with the major medical providers in the region and continue to have open dialogue about the opportunities to establish a medical practice on the beachside.
  - Staff has reached out to 5 medical urgent care facility companies to inquire about interest in adding a location on the beachside. Those five companies indicated they do not have immediate plans to expand in the Florida market or the Central Florida Market.
- Build park/community center west of I-95 (2 votes)
  - Hosted (3) staff meetings to discuss potential location and usage. Portions of the staff committee discussed potential 27 acre land acquisition west of 95.
- US-1 and I-95 Interchange construction (2 votes)
  - FDOT and their consultant (RS & H) has completed their PD&E, the project has progressed to the design phase.
- Look at Vision Zero FDOT pledge (ped/car safety) (2 votes)
  - ·As a part of Mobility week, the Mayor issued a proclamation on October 17 indicating that the city "affirm[s] our dedication to creating a safe and reliable transportation system".

ECONOMIC DEVELOPMENT

GOAL STATEMENT

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

Reuse or repurpose Riverbend property (5 votes)

- GAI Community Solutions Group has prepared the final draft of their Land Use Analysis, which identifies viable uses for the airport property that used to be the Riverbend Golf Course.
- Currently waiting to present the findings to the City Commission at either a workshop or Discussion item during a City Commission meeting.

Continue attracting and retaining high-wage jobs and the development of Ormond Crossings (3 votes)

- In 2023, four Ormond Beach companies expanded, creating 81 jobs with a $3.3 million payroll and $6.8 million in private capital expenditures. These companies are Forte Frozen, Beach House Graphics, Valiant Modular, and Germfree.
- Assisted in relocating three new companies to Ormond Beach, including Foundation Risk Partners, Delta Engineering, and Industrial Solutions Authority, with two settling in the Ormond Beach Airport Business Park.
- Collaborated with Ormond Crossings' new owner, Kline & Associates, on the development of the Ormond Crossings Commerce Center, following its sale in December 2023.
- Updated Economic Development collateral material, including a 12-page booklet and flyers highlighting Ormond Beach's financial and lifestyle benefits, focusing on the Municipal Airport and Ormond Crossings.
- Launched a 12-month LinkedIn content strategy to share economic development updates and success stories, and published seven news articles on the City website, highlighting Ormond Beach's appeal in aviation, headquarters, and medical device manufacturing.
- Formed a partnership with Flagler/Volusia SCORE to offer business mentoring at City Hall and continued the StartUp and Grow Ormond Beach Fasttrac Program.



GOVERNANCE

- Upgrade City Commission chambers technology (online listening for meetings, microphones, monitors, podium, electronic voting/commission request to speak) (7 votes)
  - Proposals were reviewed, and the project was awarded to IM Solutions. Project to begin design-build phase.
- Electronic information sign for upcoming events (2 votes)
  - Based on City Commission direction, a discussion item regarding electronic changeable copy signage is being assembled, including previous actions on the topic.
- Website redesign (2 votes)
  - Proposals reviewed and project awarded to Granicus. Project to move into the project kickoff phase.
- Develop a Citizen's Academy
  - Program developed and final arrangements being made to advertise and collect registrations for a Spring 2024 session.

GOAL STATEMENT

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



PUBLIC SAFETY

GOAL STATEMENT

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

- New Police Department and EOC West of town (7 votes)
  - The PD / EOC Space Needs analysis was advertised on , a pre-proposal meeting was conducted on January 4, 2024, and proposals were received January 18
  - .Engineering, Police Department, and Fire Staff will review these proposals for selection of qualified firm to begin contract negotiation with.
  - Monthly meetings with Police/Fire and Engineering continue regarding the production of GIS maps for possible locations.
- Convert city parking lots to LED (3 votes)
  - The lights at City Hall/ Library Parking lot are nearly completely converted.
  - The City applied for a Department of Energy program to upgrade additional facilities to energy efficient (LED) lighting.
- Review and look at the DARE program and other programs (2 votes)
  - DARE curriculum set by state and our current program meets expectations.
- Develop an aggressive dog ordinance (2 votes)



QUALITY OF LIFE

- Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- Complete Doug Thomas Way (3 votes)
  - Officially under construction! The work is currently scheduled to be completed no later than mid-June 2024.
- Maintain lights downtown and add bridge uplighting (2 votes)
  - ·Bridge uplighting requirements to be reviewed. Project specification for Cassen Park renovations to include accommodations for Bridge uplighting improvements.
- Rehab Chief Tomokie statue (2 votes)
  - Another meeting with the new Park management team and potentially a representative from DEP, Tallahassee is needed to evaluate interest in refurbishment.
- Mental wellness signage and resources on the website/first responder assistance (2 votes)
  - Included in content plan for upcoming website.

GOAL STATEMENT

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



WATER QUALITY & THE ENVIRONMENT

GOAL STATEMENT

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

- Expand reclaimed water system and reuse pond out West (8 votes)
  - Engineering has completed survey of the pipeline route, staff is completing discussions with the reservoir property seller to complete this purchase.
  - Staff has met with the developer of Ormond Crossings (residential) to discuss connections to the site.
- Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)
  - A contract for project management and public outreach is scheduled to be awarded at the January 23 City Commission meeting.
- Enhance commitment to reducing the use of plastic straws/bags/styrofoam (2 votes)
  - Staff purchased 750 stainless steel straw sets to give residents beginning at the 2024 Earth Day Celebration and other EDC events.
  - Staff has implemented a reusable water bottles prize incentive for children's scavenger hunts at the EDC.
  - The Environmental Discovery Center is replacing the plastic goody bags with drawstring backpacks for all program and camp activities.
  - Staff is finalizing a monthly social media campaign about reducing single-use plastics, particularly straws.



OCTOBER 2023

CITY OF ORMOND BEACH

ADVANCING INNOVATION



Thomas Edison once said, “There's a way to do it better - find it!” Here in Ormond Beach, we've truly taken this principle to heart.

In line with this year's theme, '**Advancing Innovation**,' we've seen groundbreaking developments and significant progress in various sectors, showing that **Ormond Beach is not just keeping up with the times but is truly shaping the future.**

Innovation happens here in Ormond Beach, from dental robotic implants, medical device manufacturing, the latest skin care products, or locally roasted coffee; companies in Ormond Beach make products and provide services **known the world over for quality and reliability**.

Ormond Beach companies compete in the global marketplace with the support of our pro-business environment and strong labor force. Since January of this year, more than **690 jobs have been added to the economy**, a positive trend as local companies continue trailblazing a new path.





Left to Right: City Commissioner Zone 1: Lori Tolland, City Commissioner Zone 2: Travis Sargent, Mayor: Bill Partington, City Commissioner Zone 3: Susan Persis, Deputy Mayor and City Commissioner Zone 4: Harold Briley

The Ormond Beach City Commission approved a fiscally responsible and balanced budget while maintaining our excellent service levels for the 2022-23 fiscal year.

As part of an ongoing commitment to public safety, the Commission established a special fund to meet the needs of our first responders. **This year, 4.2 cents of every tax dollar was dedicated to public safety.**



Annual Christmas Parade Reception



Memorial Day Annual Remembrance Ceremony



Meeting with Congressman Waltz in Washington D.C.



Penland Property Ribbon Cutting



Police Unity Tour
in Washington D.C.



Washington D.C. Meetings on
Capitol Hill



SONC Basketball Ribbon Cutting



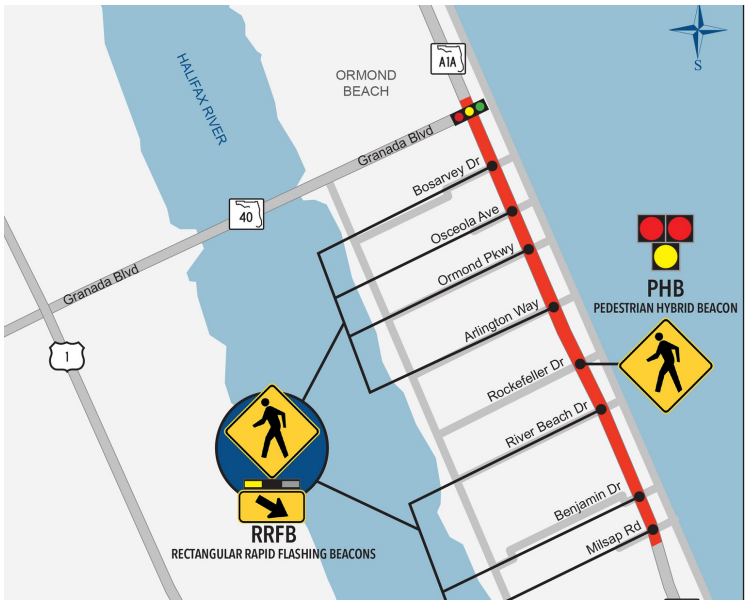
National League of Cities



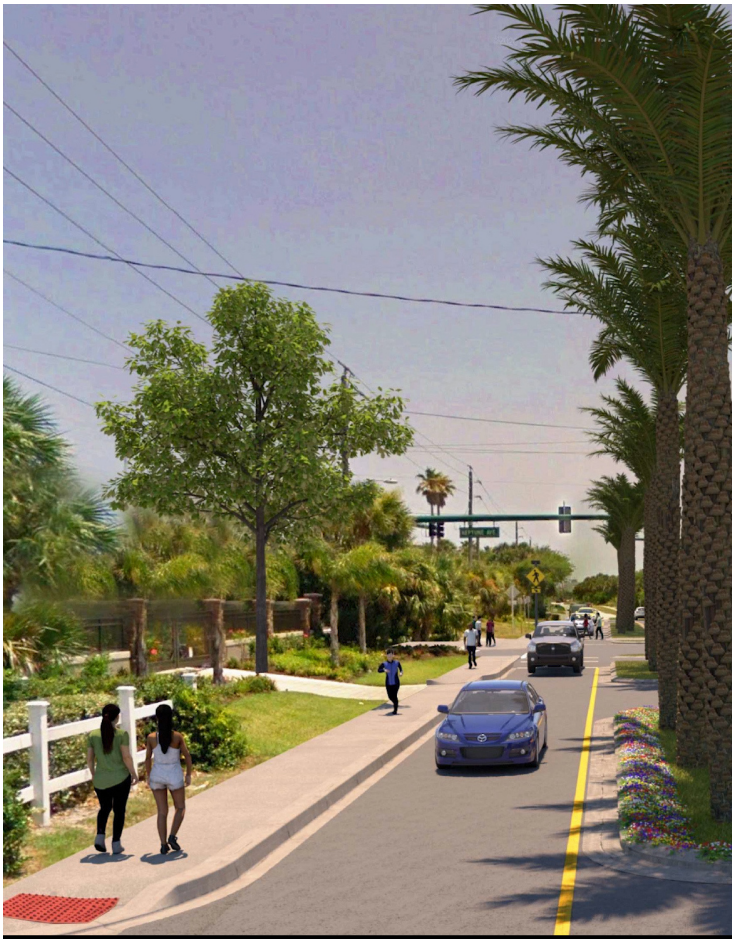
Move Florida Forward I-95 & US-1
Interchange Funding Announcement



Mayor's Health and Fitness
Challenge Winners



Pedestrian safety and connectivity along the city's corridors has long been identified as a priority by residents. Future improvements are planned for Granada Blvd from Yonge Street to A1A and from A1A north to Sandra Drive**. These projects will slow driving speeds, improve pedestrian safety,** and encourage multi-modal use.



Commercial corridors serve as the lifelines for economic interaction, bridging the community to services, jobs, and entertainment. Enhancements on these critical roads are boosting transportation systems and fostering connectivity. The FDOT project to install **seven new pedestrian crossings on A1A equipped with Rectangular Rapid Flashing Beacons** will greatly improve traffic and safety along this corridor, with completion anticipated early next year.



New features will include directional medians, raised mid-block crossings with pedestrian-activated signals, and a ten-foot shared-use path. These strategic enhancements not only prioritize safety but also aim to **foster a more vibrant business environment,** ensuring our city's commercial avenues remain dynamic and prosperous.



This year the city advocated for and received approximately **$7.5 million dollars in State Appropriations** for three important water projects. The first project is a stormwater pump station and force main to provide flood control benefits in the Central Park area and thereby decrease chronic flooding.



Ormond Beach is committed to adopting new technologies and practices to boost the performance, efficiency, and reliability of water systems and the sustainability of our environment.

Earlier this year, the City, Volusia County, and St. Johns River Water Management District celebrated the purchase of 19 acres of land known as the Penland and Pomerenke property. It is also the **city's first partnership with Volusia Forever.** This joint effort will preserve environmentally sensitive land for its natural resources for future generations while allowing the City to expand recreational opportunities for our residents. This joint partnership helps the city continue its legacy of environmental stewardship.



The second project will construct a reclaimed water storage reservoir and pumping facilities, which will **reduce the City's discharge to the Halifax River to less than ten percent**. The third project will complete a watermain loop along SR 40 and Airport Road, which will provide consistent water pressure, ensure water quality, and provide for continued growth in this area.

BUDGET HIGHLIGHTS





PUBLIC SAFETY

- In FY 2021-2022, the Commission approved a dedicated millage exclusively for Public Safety vehicles and equipment. In the current FY 2022-2023, nine additional police vehicles and a fire brush truck will be replaced, and a wholesale tactical equipment replacement is planned, as is the purchase of two additional commercial gear dryers.

- The FY 2023-2024 budget proposes to continue the City's commitment to provide necessary resources for Public Safety. The proposed budget includes increasing the dedicated millage for public safety vehicles and equipment to maintain the ability to replace the same number of vehicles as last year. The proposed budget also provides for the addition of two new Police Officers and one Fire Inspector, the complete replacement of all tasers and body cameras, and the implementation of an enhanced fire hydrant inspection program.

LEISURE SERVICES | PUBLIC WORKS | IT

A new dedicated millage for Leisure Services will fund the **reconstruction of Nova fields 2-5 and the purchase of LED lighting at the Ormond Beach Sports Complex.** Additional funding for Facilities Renewal and Replacement will allow for the **purchase of playground equipment, roof repairs, and HVAC replacement**. Three additional Treatment Plant Operators, a Solid Waste Contract Manager, and a Public Works Operations Manager are proposed to ensure continued quality service in the areas of street maintenance, stormwater management, solid waste collection, and water distribution and treatment. A **new telephone communication system** to replace our 1980s system that failed during hurricanes Ian and Nicole, as well as software to **enhance cybersecurity**, have also been included in the proposed budget.

ORMOND BEACH BY THE NUMBERS:

71,076 Police Calls For Service
6,431 Crime Reports Completed
7,146 Uniform Traffic Citations
66 Police Outreach Events

8,132 Fire/Medical Incident Responses
236 Fires Mitigated, including 23 Structure Fires & 28 Brush/Wildland Fires
Dollars Saved from Fires Mitigated: ~$28+ Million

53 Proclamations Issued
29,445 Pages of Agenda Packets Prepared
995 Public Records Requests Processed

Volunteer Hours Donated:
660+ to the Performing Arts Center
700+ to South Ormond Neighborhood Center
992+ to the Sports Complex
665+ to the Environmental Discovery Center
9,783+ to The Casements
300+ to the Nova Community Center
820+ to the Police Department
Volunteer Hours Total Valued at $442,656

5,967 Permits Issued
Valued $176+ Million

1,004 Events, Programs & Activities Held
7,120+ Children Enrolled in Sports Programming

Government Finance Officers Association Distinguished Budget Award
Certificate of Achievement for Excellence in Financial Reporting Award

4.12 Miles of City Streets Repaved













Ormond Beach Fire Department



September 11th Memorial Stair Climb



Community Training



Ethan Wilson Memorial Service

Ormond Beach Police Department



CHAMPS Donation Celebration



Officer Stokes Retirement



Police Accreditation Acceptance








92














ORMOND BEACH
POLICE
POLICE
77-0731
















BUTTERFLY &
HUMMINGBIRD
FLOWERS



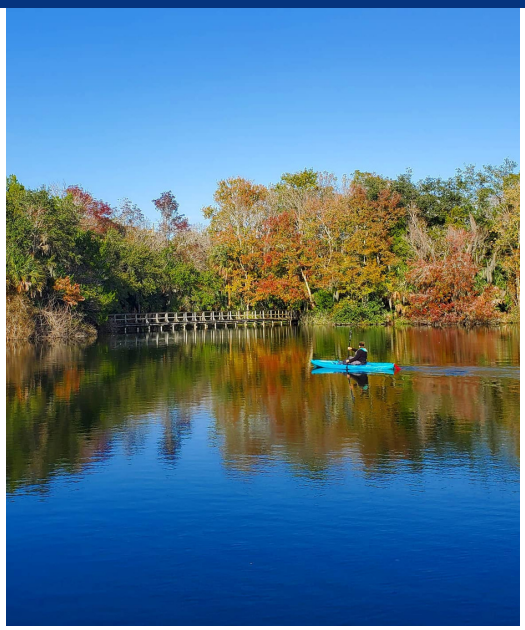

ORMOND BEACH

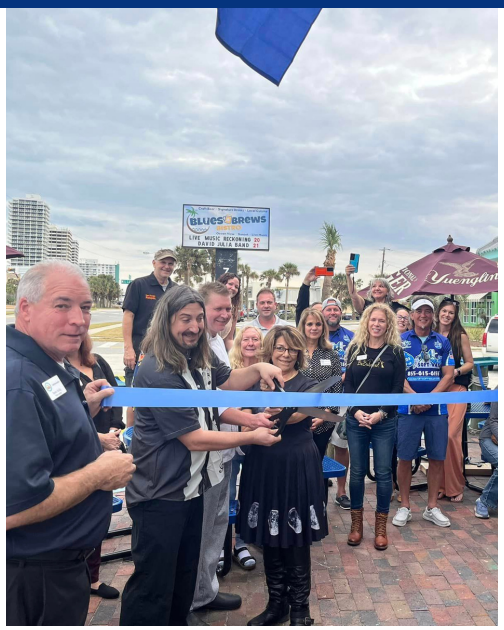







Leadership Class
ORMOND
LEADERSHIP
PROGRAM






SORAYA


ORMOND BEACH
YOUTH LEADERSHIP
Shaping Future Leaders Today


PHYSICAL
THERAPY
140


BOSS
HOW TO ENHANCE YOUR
SOCIAL MEDIA PRESENCE
TUESDAY, FEBRUARY 28
8:30AM-10:30AM


ORMOND BEACH POLICE


ORMOND BEACH
CHAMBER of COMMERCE
After Hours
Welcome!






ORMOND
Burger Week
2023
EAT &


the crepevine
fast • fresh • friendly












GRANADA










83


OFC. R. TAYLOR









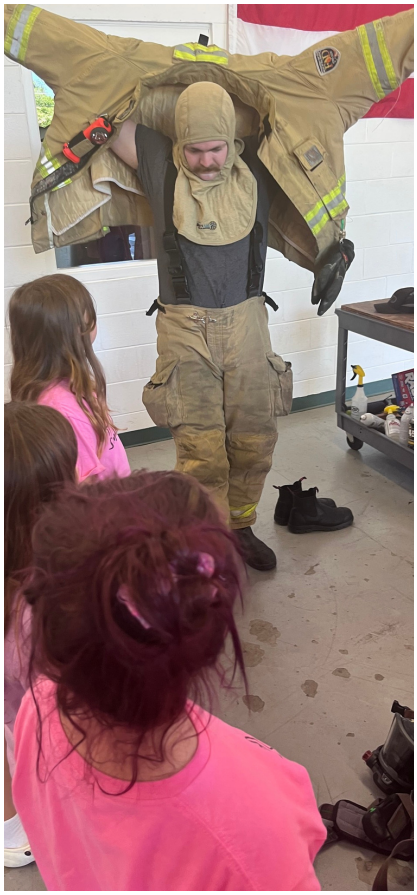

32
53
8
17
9
0
14




Salty Dogs
DIY
Dog Wash

THANK YOU FIRST RESPONDERS















Watch the State of the City 2023 video at: OrmondBeach.org/SOTC or scan the QR code with your mobile device.

SCAN ME