



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING

February 18, 2025

7:00 PM

Mayor Jason Leslie

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Kristin Deaton

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

COMMISSION CHAMBERS

22 South Beach Street, Ormond Beach, FL 32174

Phone: 386-677-0311

Web: www.ormondbeach.org

-
- 1. CALL TO ORDER**
 - 2. INVOCATION**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Becky Parker
 - B. Annual Comprehensive Financial Report Presentation Fiscal Year 2023-2024
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - February 4, 2025
 - 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. 2025-51:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE PURCHASE OF EQUIPMENT AND INSTALLATION SERVICE REGARDING FIRE STATION ALERTING

SYSTEM UPGRADES UNDER COUNTY OF VOLUSIA CONTRACT 042021-MOT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Nathan Quartier, Deputy Fire Chief, (386) 676-3270*

- B. **RESOLUTION NO. 2025-53:** A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE HUDSON WELLFIELD EXPANSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2025-54:** A RESOLUTION ACCEPTING A PROPOSAL FROM J.D. WEBER CONSTRUCTION CO. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE RIVERSIDE DRIVE FORCE MAIN REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2025-55:** A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT 1-2025 TO THAT CONTRACT AWARDED TO AMERICAN JANITORIAL, INC. REGARDING PROFESSIONAL JANITORIAL SERVICES, BY INCREASING THE CONTRACT PRICE BY \$52,150.12; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2025-56:** A RESOLUTION AUTHORIZING THE EXECUTION OF ADDITIONAL WORK NO. 1 TO THAT CONTRACT AWARDED TO BUILT-RITE CONSTRUCTION OF CENTRAL FLORIDA, INC., REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT, BY INCREASING THE CONTRACT PRICE BY \$175,530.00 AND THE CONTRACT TIME BY 30 DAYS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2025-57:** A RESOLUTION ACCEPTING A BID FROM CROWN CASTLE FIBER, LLC FOR INTERNET SERVICES AT FIRE STATION 94, NOVA COMMUNITY CENTER AND THE POLICE DEPARTMENT, UNDER BID NO. 2025-11; AUTHORIZING THE EXECUTION OF A MASTER TELECOMMUNICATIONS LICENSE AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2025-58:** A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF

TRANSPORTATION REGARDING FUNDING FOR THE REPLACEMENT OF VEHICULAR ACCESS GATES IN THE SOUTHEAST QUADRANT OF THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Steven Lichliter, Airport Manager, (386) 615-7019*

- H. **RESOLUTION NO. 2025-59:** A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY DOROTHY WOODS; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **RESOLUTION NO. 2025-60:** A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY ELIZA STONE; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- J. **Auto Renew - Contracts for Miscellaneous Crafts & Trades Services (As Needed)**

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

Disposition: Approve as recommended in the City Manager staff report dated February 18, 2025.

- K. **Auto Renew - Ormond Beach Historical Society, Inc.**

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

Disposition: Approve as recommended in the City Manager staff report dated February 18, 2025.

- L. **Auto Renew - Radio Control Club**

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

Disposition: Approve as recommended in the City Manager staff report dated February 18, 2025.

- M. **RFP - Automated Paid Parking Services**

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

Disposition: Approve as recommended in the City Manager staff report dated February 18, 2025.

- N. **RFP - Sanitary Sewer Collections System Inflow & Infiltration Study**

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

Disposition: Approve as recommended in the City Manager staff report dated February 18, 2025.

O. City Manager's Monthly Report, February 2025

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

Disposition: Accept as information as recommended in the City Manager staff report dated February 18, 2025.

8. PUBLIC HEARINGS

- A. ORDINANCE NO. 2025-12:** AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. RESOLUTION NO. 2025-61:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING THE PROPOSED "ART SIGNAGE" TO BE LOCATED AT 67 WEST GRANADA BOULEVARD, WITHIN THE B-4 (CENTRAL BUSINESS) ZONING DISTRICT, WITHIN THE DOWNTOWN OVERLAY DISTRICT; APPROVING OF ALTERNATIVE BUILDING SIGNAGE TOTALING APPROXIMATELY 104 SQUARE FEET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. REPORTS, SUGGESTIONS, REQUESTS

10. 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



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City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 4.B

Section:	PRESENTATIONS AND PROCLAMATIONS										
Item Category:	Presentation and Proclamations	Res./Ord. No:									
Strategic Goal:	Fiscal Transparency										
Department:	Finance										
Subject:	ACFR Presentation Fiscal Year 2023-2024										
Summary:	The Annual Comprehensive Financial Report (ACFR) provides a complete set of financial statements that are prepared in conformity with generally accepted accounting principles (GAAP) and represents the financial position of the City and results of operations as of September 30, 2024. The City has received an unqualified opinion from James Moore and Company for the ACFR. The ACFR provides for an overview and narrative of financial activity and trends along with detailed and consolidated financial statements for all City Funds. Notes to the financial statements are provided (beginning on page 40 of the report) to enhance the reader's understanding of the report. <u>Financial Summary of Major Funds:</u> <u>General Fund (includes Economic Development Fund) -</u> Revenues for the year totaled \$46.03 million as compared to the budget of \$45.63 million. The positive variance is a result of higher than expected construction permit fees. Expenditures for the year totaled \$45.73 million and were 95% of the final budget amount. The positive variance is largely associated with vacancies primarily in Police and Public Works. Total fund balance for the General Fund increased by \$301,016 and consists of: <table><tr><td>Total Fund Balance</td><td>\$13,961,965</td></tr><tr><td>Less:</td><td></td></tr><tr><td>Non-spendable</td><td>(1,186,928)</td></tr><tr><td>Restricted</td><td>(879,680)</td></tr></table>			Total Fund Balance	\$13,961,965	Less:		Non-spendable	(1,186,928)	Restricted	(879,680)
Total Fund Balance	\$13,961,965										
Less:											
Non-spendable	(1,186,928)										
Restricted	(879,680)										

Assigned -

Economic Development Fund	(700,269)
Commission approved for use in FY 2025 Budget	(1,265,000)
Revenue Stabilization Fund	(2,685,000)

Net General Fund Reserves **\$7,245,088**
(15.77% of FY 25 Budget)

The above figures represent the combined totals of the General Fund and Economic Development Fund as presented in the ACFR. The Economic Development Fund had \$631,672 in revenue and \$647,923 in expenditures for FY 2023-2024.

The Revenue Stabilization Fund serves as the City's emergency and disaster fund. These funds are currently committed to provide the City's match for damages related to Hurricane Nicole and Hurricane Milton.

The General Reserve balance is 15.77% of General fund budget. The policy is to retain fund balance in an amount that is no less than 15% of General Fund net budget. The Government Finance Officers Association recommends a minimum reserve of 2 months or 16.7%.

Downtown Redevelopment Trust Fund - The Redevelopment Trust Fund is a special revenue fund that reports the financial activities of the Ormond Beach Downtown Community Redevelopment Area. At September 30, 2024, the restricted fund balance of the Redevelopment Trust Fund was \$5,465,808, reflecting a net increase of \$785,208 which has been assigned for future planned capital improvements. The Fund received \$906,892 in tax increment revenues and \$722,740 in transfers from the General Fund in FY 2024. These funds are legally restricted to complete projects identified in the Granada Boulevard Master Plan.

Water and Wastewater Funds - Revenues and transfers in totaled \$26.43 million. Expenses and transfers out totaled \$25.85 million. Expenses shown in the audit report include depreciation, while expenses shown on the Budget Status report exclude depreciation.

Net assets for all Water & Wastewater Funds totaled \$89.76 million, a slight increase due to higher interest rate returns on investments. This amount represents the "net worth" of the utility system. Net assets are not a "checkbook" or cash balance. The Statement of Revenues and Expenses, and Changes in Fund Net Assets represents the consolidated results of all operating, debt service, renewal and replacement, and capital funds of the water and sewer utility system.

Solid Waste Fund - Revenues for the year were \$15.62 million. Expenses and transfers to the General Fund of franchise fees were \$11.62 million. Net assets increased by \$6,559,200 due to recovery of

	hurricane debris removal costs incurred in prior years from FEMA and the Florida Department of Emergency Management.	
Financial Impact:	None	
Citizen Impact:	The annual audit process and presentation of the findings provides public transparency in governmental finances.	
Recommended Action (Staff, Advisory Board and/or Other):	No action is required.	
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226	
Attachments:	1. Ormond Beach ACFR 2024	
Approval:	Kelly McGuire, Finance Director	2/12/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	2/12/2025
	Joyce Shanahan, City Manager	2/12/2025

CITY OF ORMOND BEACH



ANNUAL COMPREHENSIVE FINANCIAL REPORT

Fiscal Year Ended September 30, 2024

CITY OF ORMOND BEACH, FLORIDA
ANNUAL COMPREHENSIVE
FINANCIAL REPORT
FISCAL YEAR ENDED SEPTEMBER 30, 2024

Prepared by:
Finance Department
Kelly McGuire, Finance Director
Chris Byle, Assistant Finance Director

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Introductory Section

City of Ormond Beach, Florida

Annual Comprehensive Financial Report For the Fiscal Year Ended September 30, 2024



Principal Officials as of February 12, 2025

Mayor

Jason Leslie

Commissioners

Zone 1—Lori Tolland

Zone 2—Travis Sargent

Zone 3—Kristin Deaton

Zone 4—Harold Briley

City Manager

Joyce Shanahan

City Attorney

Randal A. Hayes



CITY OF ORMOND BEACH

Finance Department 22 S. Beach St. Ormond Beach, FL 32174 (386) 676-3209

February 12, 2025

To the Honorable Mayor, City Commissioners and Citizens of the City of Ormond Beach:

State law requires that all general-purpose local governments publish within nine months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. We hereby issue the annual comprehensive financial report of the City of Ormond Beach, Florida (the City) for the fiscal year ended September 30, 2024

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

James Moore & Co., P.L., a firm of licensed certified public accountants has audited the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2024, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2024, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader, mandated "Single Audit" designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal and state awards. These reports are in the Single Audit section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditors' report.

Profile of the City of Ormond Beach, Florida

The City of Ormond Beach, Florida, incorporated in 1880, is located just north of Daytona Beach, in Volusia County, approximately 60 miles from Orlando via Interstate 4, and approximately 75 miles from Walt Disney World. It is primarily a residential community and year-round resort center with industrial development nearby. It covers a large area for a municipality of its population, having about 36.5 square miles of land and three square miles of water area.

The City has operated under the commission-manager form of government since 1963. Policy-making and legislative authority are vested in the City Commission consisting of the mayor and four other members. The City Commission is responsible, among other things, for passing ordinances, resolutions, adopting the budget, appointing committees, and hiring both the City manager and attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Commission, for overseeing the day-to-day operations of the City and for appointing the heads of various departments. The commission is elected on a non-partisan basis. The Mayor and Commission members serve two-year terms.

The City provides a full range of services, including police, fire and rescue, street construction and maintenance, stormwater drainage, planning and zoning, parks and recreation, cultural events and general administrative services. In addition, water, sewer and reclaimed water services, and solid waste collection are provided under an enterprise fund concept with user charges established by the City Commission to ensure adequate coverage of operating expenses and payments on outstanding debt. The City provides water and sewer service outside the city limits to certain unincorporated parts of Volusia County. The City of Ormond Beach contracts with private enterprise for solid waste collection. Self-insurance activities are provided through an internal service fund.

The City is empowered to levy a property tax on both real and personal properties located within its boundaries which, in part, funds the services to the City's estimated 40,000 residents. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the City Commission.

The annual budget serves as the foundation for the City's financial planning and control. Requests for personnel and capital improvements must be submitted by early April. All departments of the City are required to submit requests for appropriation to the City Manager by the end of April. The City Manager uses these requests as the starting point for developing a proposed budget. A budget workshop is held in July where the tentative millage rate is set. The City Commission is required to hold two public hearings on the proposed budget and to adopt a final budget and millage rate no later than September 30, the close of the City's fiscal year. The appropriated budget is prepared by fund, function and department. Department heads may make transfers of appropriations within a department or program. The City Manager is authorized to transfer budgeted amounts between departments. Transfers of appropriations between funds, however, require the special approval of the City Commission. The General Fund budget to actual comparison is presented on page 32 as part of the basic financial statements for governmental funds.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City operates.

Local economy

The City's current economic environment remains relatively stable. According to the U.S. Bureau of Labor Statistics, unemployment for the Deltona- Daytona Beach-Ormond Beach area was 2.4% as of September 30, 2024, down slightly from 3.5% one year earlier.

Permit and construction revenue are increasing steadily. Sales tax and revenue sharing exceeded intentionally conservative budget estimates due to the unknown continuing impact of inflation.

Financial policies

The City Commission understands the importance of maintaining adequate fund balance (i.e. reserve) to address unanticipated expenditures and emergency situations while limiting the use of fund balance for ongoing expenditures. As such, the City Commission has set a goal of maintaining the General Fund reserves at a minimum of 15% of total annual expenditures. Furthermore, the City's financial policies stipulate that recurring revenues should fund recurring expenditures and fund balance should only be relied upon for one-time outlays, capital projects, or emergency situations.

Long-term financial planning

The City's long term financial planning initiatives are comprised of completion of various master plans for the airport, water and sewer utilities, stormwater, roads and sidewalks, and various leisure services facilities that typically extend 10 years. After consideration of the master plans, a 5 year Capital Improvement Plan that contains anticipated projects costs and funding sources for the projects is prepared each year. In addition, the City performs multi-year budget projections and analysis for operating purposes through a financial trends study and presentation to City Commissioners and citizens of major operating funds to identify important financial issues.

Awards

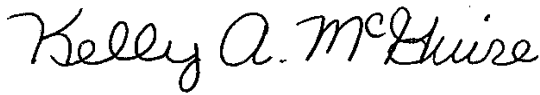
The Government Finance Officers' Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its annual comprehensive financial report (CAFR) for the fiscal year ended September 30, 2023. This was the fourteenth consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement a government unit must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.

Acknowledgments

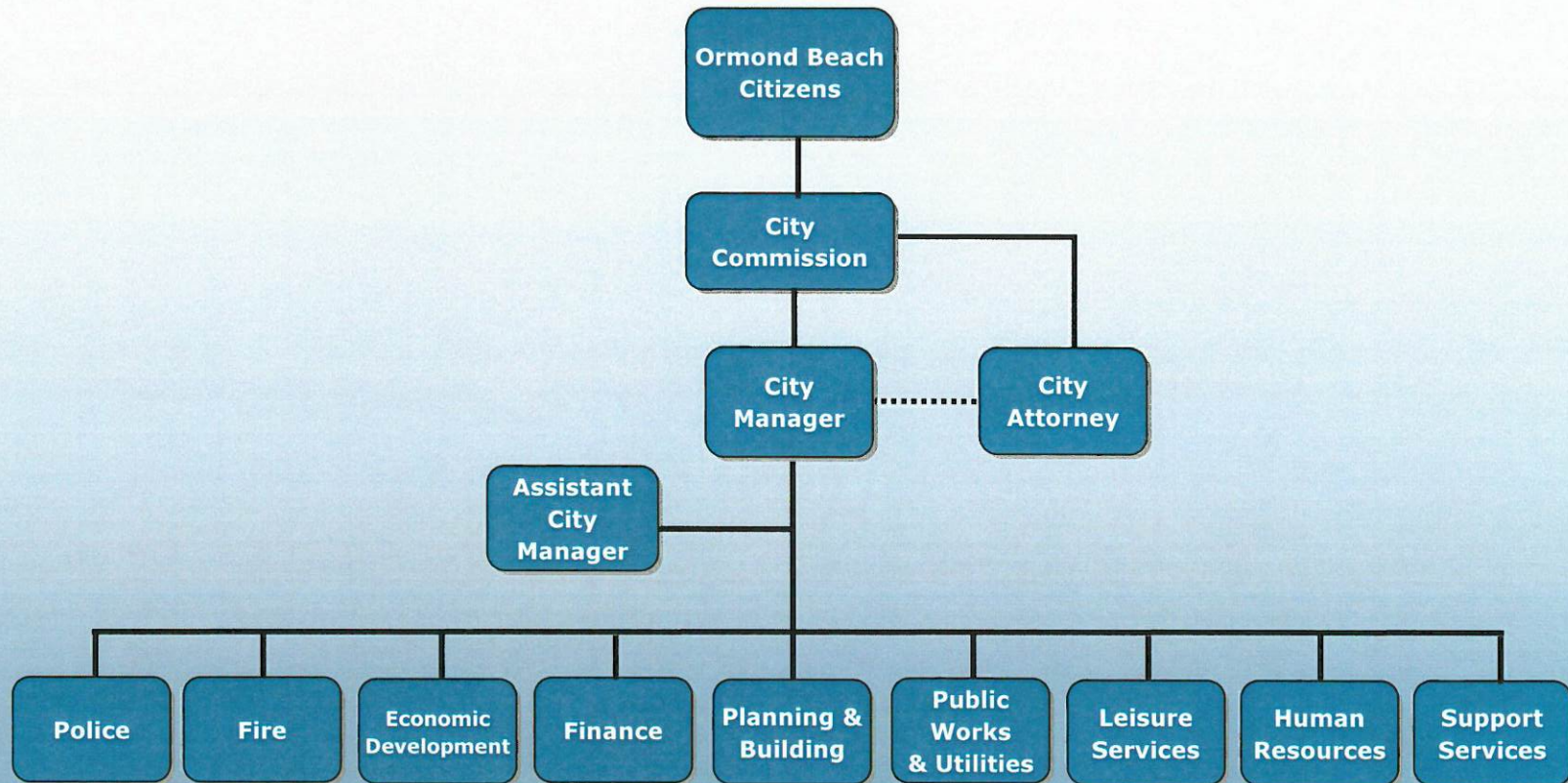
The preparation of this report would not have been possible without the efficient and dedicated services of all members of the Finance Department. I would like to express our appreciation to those who assisted and contributed to the preparation of this report. In closing, without the leadership and support of the City Commission, preparation of this report would not have been possible.

Respectfully,

A handwritten signature in black ink that reads "Kelly A. McGuire". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Kelly A. McGuire
Finance Director

City of Ormond Beach Organizational Chart



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



Ed Kelley
Ed Kelley, Mayor

J. Scott McKee
J. Scott McKee, City Clerk



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Ormond Beach
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2023

Christopher P. Morrell

Executive Director/CEO

Financial Section



INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and City Commission,
City of Ormond Beach, Florida:

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ormond Beach, Florida (the City), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof and budgetary comparison statements for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibility of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and other/supporting schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The accompanying schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The combining and individual fund financial statements and other/supporting schedules and schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

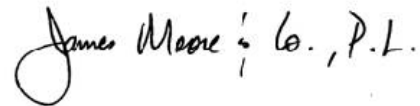
Other Information

Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 12, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Daytona Beach, Florida
February 12, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Ormond Beach, we offer readers of the City of Ormond Beach's financial statements this narrative overview and analysis of the financial activities of the City of Ormond Beach for the fiscal year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which begins on page 3 of this report.

Financial Highlights

- The assets plus deferred outflows of resources of the City of Ormond Beach exceeded its liabilities plus deferred inflows of resources at the close of the most recent fiscal year by \$220,058,447 (net position). Of this amount, \$179,690,538 represents investment in capital assets (net of related debt), and restricted and unrestricted net position of \$39,045,258 and \$1,322,651 respectively.
- The City's total net position increased by \$9,149,692 (or 4.3%) based on current year activities. Of this amount, governmental sources produced an increase of \$4,570,740 and Business-type activities produced an increase of \$4,578,952.
- As of the close of the current fiscal year, the City of Ormond Beach's governmental funds reported combined ending fund balances of \$50,198,567, an increase of \$6,191,059 (or 14.1%) in comparison with the prior year. The increase is primarily attributed to greater than expected construction which resulted in increased permit fees. The increase in fund balance also represents construction projects delayed or deferred. Approximately 22.0% or \$9,103,344 of the total amount is unassigned fund balance and is available for spending at the City's discretion.
- The City's proprietary funds reported a combined ending net position of \$91,201,850, an increase of \$4,578,952 (or 5.3%) based on current year activities. Approximately 9.1% of this total amount, \$8,296,004 is comprised of unrestricted net position which is available for spending at the City's discretion.
- The City of Ormond Beach's total bonded (General Obligation and Revenue Bonds) debt increased by \$12,796,700 during the current fiscal year.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City of Ormond Beach's basic financial statements. The City of Ormond Beach's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statement

The government-wide financial statements are designed to provide readers with a broad overview of the City of Ormond Beach's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are Reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected franchise fees or earned but unsecured personal leave, etc.).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes, licenses and permits, and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works and culture and recreation services. The business-type activities of the City include water and sewer and solid waste. The government-wide financial statements begin on page 26 of this report.

Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Ormond Beach, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a City's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Ormond Beach maintains twenty-two individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the Redevelopment Trust Fund, and the Ormond Crossings Trust Fund, which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of

these nonmajor governmental funds is provided in the form of combining statements beginning on page 100 of this report.

The City of Ormond Beach adopts an annual appropriated budget for its General, Special Revenue, Debt Service, Capital Projects and Enterprise Funds. Budgetary comparison schedules have been provided for the City's governmental funds to demonstrate compliance with this budget.

Proprietary funds

The City of Ormond Beach maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City of Ormond Beach uses enterprise funds to account for its water and sewer, and solid waste activities. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City of Ormond Beach's various functions. The City of Ormond Beach uses an internal service fund to account for self-insurance. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information of the water and sewer, and solid waste activities, which are the major funds of the City of Ormond Beach. The internal service fund for self-insurance activities is presented in a separate column in the proprietary fund statements. The proprietary fund financial statements begin on page 35 of this report.

Fiduciary funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the City (e.g., pension beneficiaries). Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements, which include the pension trust funds, begin on page 38 of this report.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 40 of this report.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City of Ormond Beach's schedule of contributions and its progress in funding its obligations to provide pension and other postemployment benefits to its employees. Required supplementary information can be found beginning on page 88 of this report.

The combining statements and other schedules referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information. Combining fund statements and other schedules can be found on beginning on page 100 of this report.

Government-wide financial analysis

As noted earlier, net position may serve over time as a useful indicator of a City's financial position. In the case of the City of Ormond Beach, assets plus deferred outflows of resources exceed liabilities plus deferred inflows of resources by \$210,909,000 at the close of the most recent fiscal year.

By far the largest portion of the City of Ormond Beach's net position \$179,690,538 (81.7%) reflects its investment in capital assets (e.g. land, buildings, infrastructure, and equipment), less any related debt used to acquire those assets that are still outstanding. The City of Ormond Beach uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of Ormond Beach's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

CITY OF ORMOND BEACH'S NET POSITION SEPTEMBER 30, 2023 (In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Current and other assets	\$51,782	\$46,307	\$44,133	\$27,359	\$95,915	\$73,666
Capital assets	120,028	117,009	83,125	85,703	203,153	202,712
Total Assets	171,810	163,316	127,258	120,184	299,068	276,378
Deferred outflows of resources	3,097	8,297	224	797	3,321	9,094
Current and other liabilities	4,632	2,277	2,507	2,254	7,139	4,531
Long-term liabilities outstanding	29,639	39,987	32,527	24,521	62,166	64,508
Total Liabilities	34,271	42,264	35,034	26,775	69,305	69,039
Deferred inflows of resources	11,799	5,062	1,246	462	13,045	5,524
Net Position:						
Net investment in capital assets	113,280	113,810	66,411	65,263	179,691	179,073
Restricted	22,550	21,177	16,495	14,290	39,045	35,467
Unrestricted (deficit)	(6,973)	(10,701)	8,296	7,070	1,323	(3,631)
Total Net Position	\$128,857	\$124,286	\$91,202	\$86,623	\$220,059	\$210,909

A portion of the City's net position, \$39,045,258 (17.7%) represents resources that are subject to external restrictions on how they may be used. The remaining balance is of \$1,322,651 is unrestricted net position. The net pension liability of \$15,168,571 declined by more than 50%.

General revenues and transfers increased from the prior fiscal year by \$3,816,273 as a result of a strong housing and interest rate market.

The City received \$4,120,529 in capital grants, impact fees, and developer contributions, which are considered non-recurring additions during the current fiscal year.

Operating grants increased by \$2,547,415 primarily related to reimbursement for hurricane damage expenses.

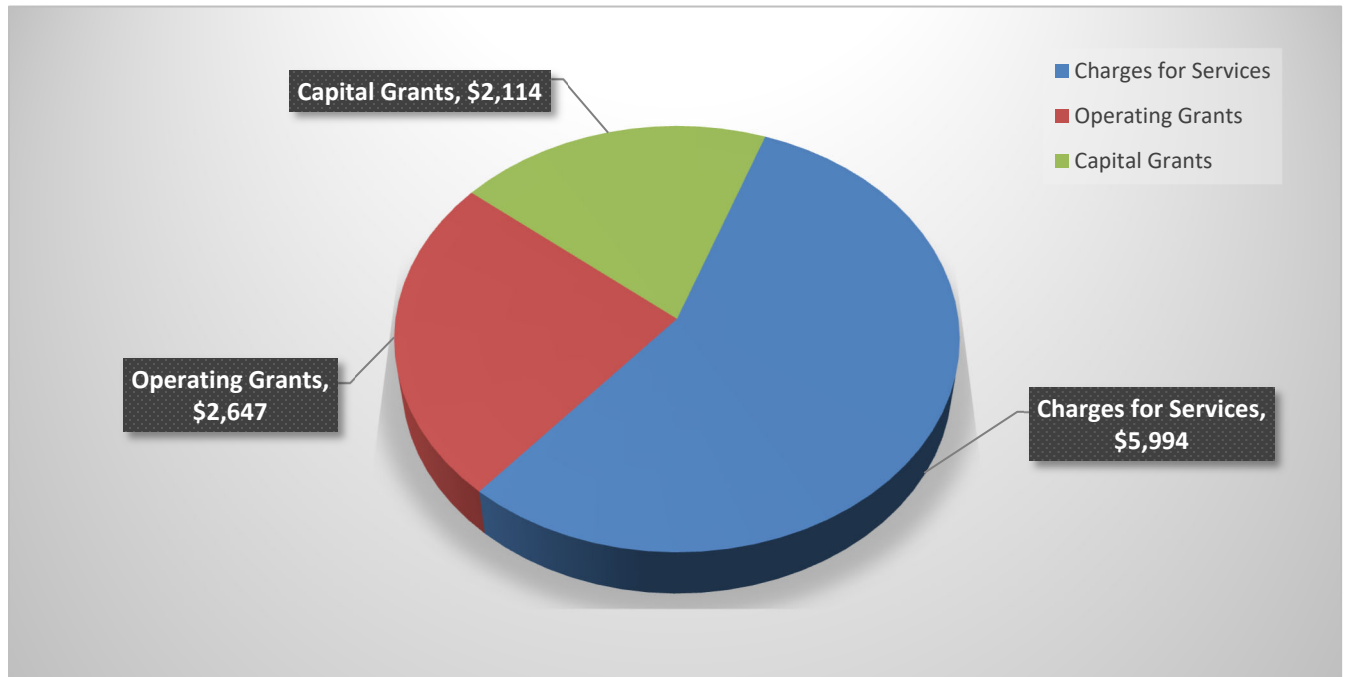
The following table contains a summary of activities during the fiscal year ended September 30, 2024.

CITY OF ORMOND BEACH'S CHANGE IN NET POSITION

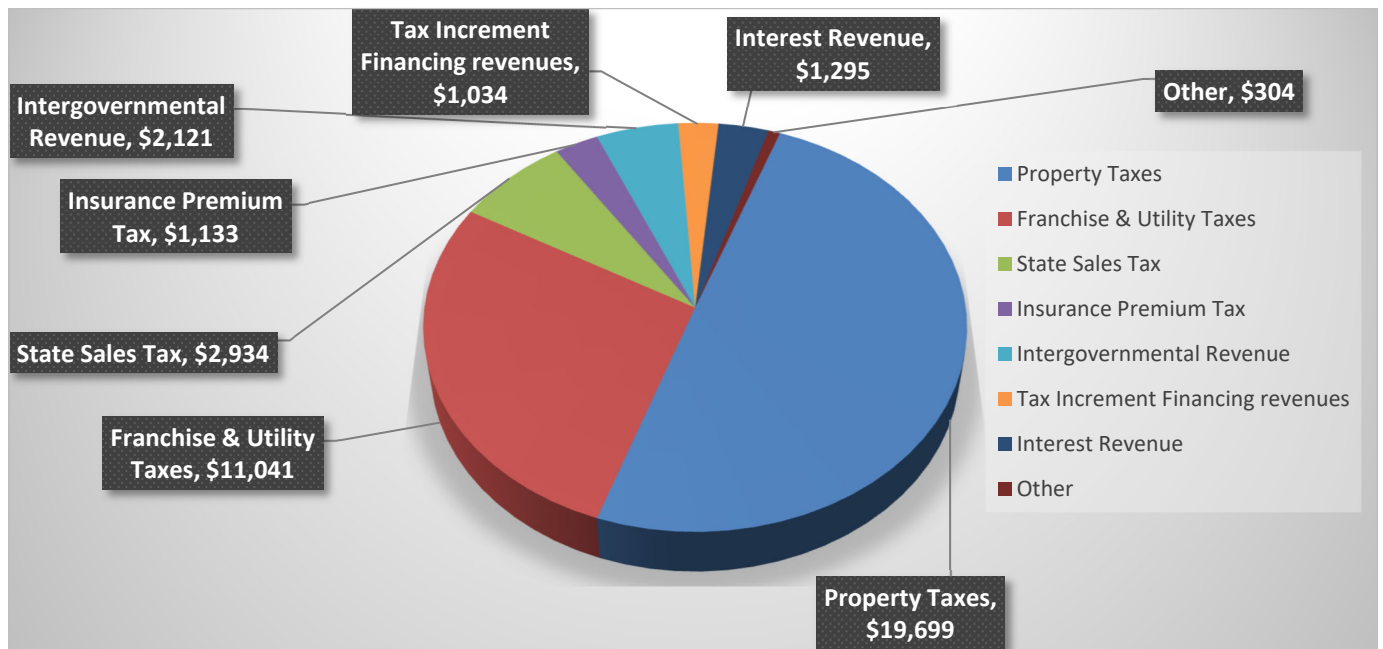
(In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	\$5,994	\$5,474	\$34,752	\$30,168	\$40,746	\$35,642
Operating grants & contributions	2,647	1,694	3,920	2,325	6,567	4,019
Capital grants & contributions	2,114	2,357	2,006	1,202	4,120	3,559
General revenues:					-	-
Property taxes	19,699	17,027	0	0	19,699	17,027
Franchise/Utility taxes	11,041	10,857	0	0	11,041	10,857
State sales tax	2,934	3,076	0	0	2,934	3,076
Insurance premium taxes	1,133	1,011	0	0	1,133	1,011
Intergovernmental revenue	2,121	2,216	0	0	2,121	2,216
Tax increment financing revenues	1,034	1,111	0	0	1,034	1,111
Interest revenue	1,295	938	905	592	2,200	1,530
Other	304	403	1	33	305	436
Total Revenues	\$50,316	\$46,164	\$41,584	\$34,320	\$91,900	\$80,484
Expenses:						
General Government	\$8,198	\$7,557	0	0	\$8,198	\$7,557
Public Safety	22,886	22,404	0	0	22,886	22,404
Public Works	9,186	10,101	0	0	9,186	10,101
Human Services	111	113	0	0	111	113
Culture & Recreation	9,748	9,053	0	0	9,748	9,053
Economic Development	64	398	0	0	64	398
Interest on long-term debt	153	124	0	0	153	124
Water & Sewer	0	0	22,494	21,665	22,484	21,665
Solid Waste	0	0	9,909	12,516	9,909	12,516
Total Expenses	50,346	49,750	32,403	34,181	82,749	83,931
Increase in net position before transfers	-30	-3,586	9,181	139	9,151	-3,447
Transfers	4,601	3,707	-4,601	-3,707	0	0
Increase (decrease) in net position	4,571	121	4,580	-3,568	9,151	-3,447
Net position, beginning of year	124,286	124,165	86,623	90,191	210,909	214,356
Net position, end of year	\$128,857	\$124,286	\$91,203	\$86,623	\$220,060	\$210,909

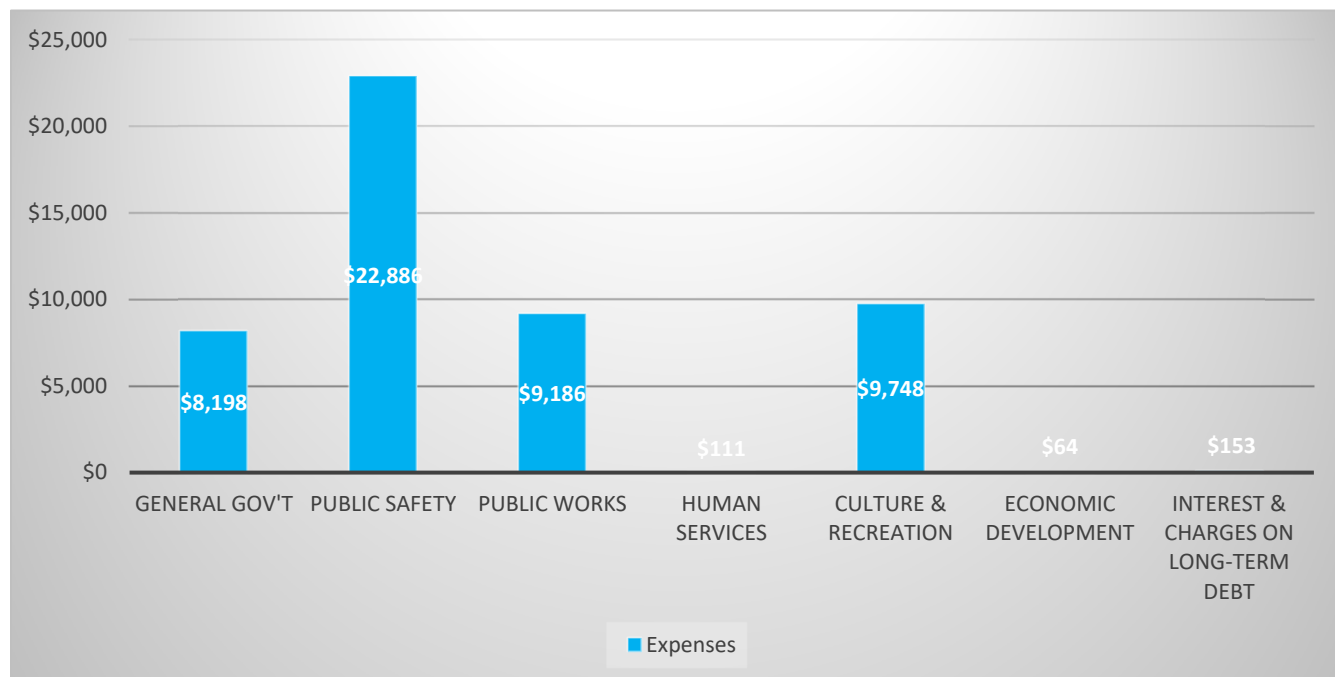
Program Revenue by Source Governmental Activities (in Thousands)



General Revenue by Source Governmental Activities (in Thousands)



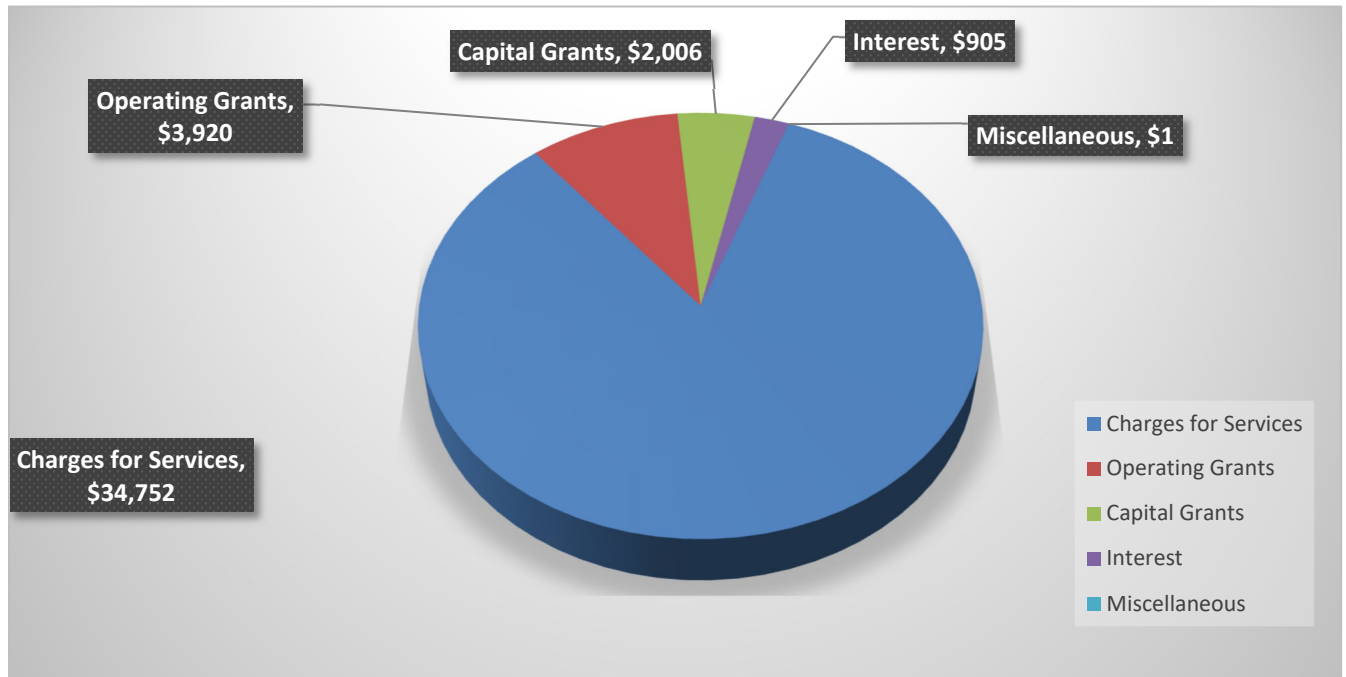
Program Expenses Governmental Activities (in Thousands)



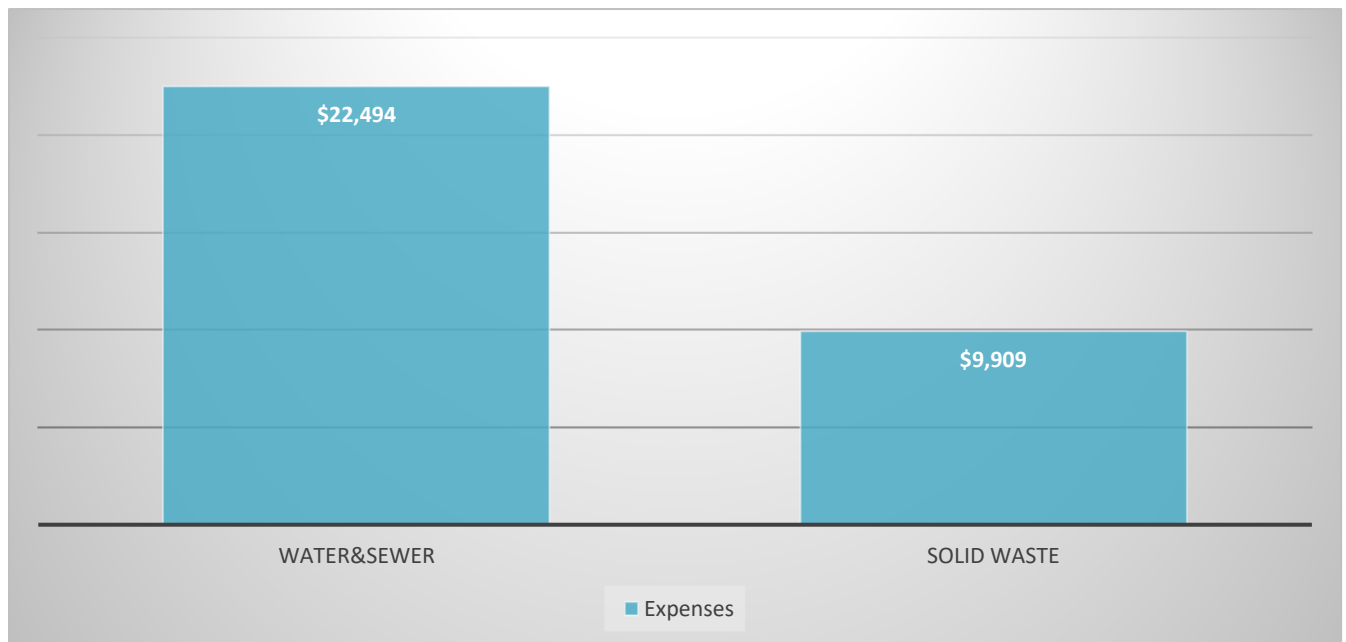
Governmental activities

Governmental activities increased the net position by \$4,571,000. Key elements of these changes are operating grants and property taxes received by the City and other items noted on page 27.

Program Revenue by Source Business-type Activities (in Thousands)



Program Expenses Business-type Activities



Business-type activities

Business-type activities increased the City of Ormond Beach's net position by \$4,580,000.

Financial Analysis of the City's Funds

As noted earlier, the City of Ormond Beach uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City of Ormond Beach's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a City's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City of Ormond Beach's twenty-two (22) governmental funds reported combined ending fund balances of \$41,384,589, an increase of \$4,231,749 in comparison with the prior year. This increase relates to the timing of scheduled capital improvements. Fund balance for the combined twenty-two (22) governmental funds consists of:

- \$5,537,306 or 13.4% is assigned for economic development, municipal airport, recreational facilities, grants, debt service, capital projects, revenue stabilization, and appropriations.
- \$525,821 or 1.3% is committed by formal action of the City Commission for improvements of recreational facilities.
- \$23,389,065 or 56.5% is restricted by enabling legislation or other legal requirements imposed by outside sources.
- \$2,829,053 or 6.8% is non-spendable relating to inventories, prepaid items and long-term advances.
- \$9,103,344 or 22.0% is unassigned.

The General Fund is the chief operating fund of the City of Ormond Beach. General Fund fund balance increased by \$301,016 during the year. At the end of the current fiscal year fund balance of \$1,186,928 was considered nonspendable and allocated for advances and inventory; \$879,680 was restricted by legal requirements. Fund balance of \$1,965,269 was assigned to Economic Development, the subsequent year's budget, and capital projects. Unassigned, undesignated fund balance of the General Fund as of September 30, 2024, was \$9,930,088.

The Redevelopment Trust Fund is a special revenue fund that reports the financial activities of the Ormond Beach Downtown Community Redevelopment Area. At September 30, 2024, restricted fund balance of the Redevelopment Trust Fund was \$5,465,808, reflecting a net increase of \$785,808 for planned capital improvements. The Fund received \$906,892 in tax increment revenues and \$722,740 in transfers from the General Fund during the fiscal year. These funds are legally restricted to complete projects identified in the Granada Boulevard Master Plan.

The Ormond Crossings Trust Fund is a special revenue fund that reports the financial activities of the North Mainland/Ormond Crossings Community Redevelopment Area. At September 30, 2023, restricted fund balance of the Ormond Crossings Trust Fund was \$1,522,832. The net increase to restricted fund balance during the current year was \$338,675. The Fund received \$150,928 in tax increment revenues and \$147,792 in transfers from the General Fund during the fiscal year. These funds are legally restricted for use to complete project identified in the North Mainland/Ormond Crossings Community Redevelopment Area Master Redevelopment Plan.

Funds classified as non-major governmental funds consisting of special revenue funds, debt service funds, and capital project funds have a combined fund balance of \$12,300,711.

Proprietary Funds

The City of Ormond Beach's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water and Sewer Fund at the end of the year amounted to \$20,047,319. Total net position for the Water and Sewer Fund increased by \$579,322. Unrestricted net position of the Solid Waste Fund at the end of the year amounted to \$1,220,897. Total net position for the Solid Waste Fund increased by \$3,999,630. Other factors concerning the financial position of these funds have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

The General Fund variances between the final budget and actual amounts consisted of:

Revenues-

- \$842,421 Taxes – The positive variance was largely associated with an increase in electric utility taxes and franchise fees.
- (1,574,038) Intergovernmental – The variance reflects anticipated grant revenue for economic development that was outstanding at the end of the fiscal year.
- \$608,553 Permits and Fees – The positive variance is a result of an increase in construction activity.

Expenditures-

- \$310,496 Police services – The variance reflects savings associated with vacant positions due to challenges in recruiting.
- (\$183,122) Fire services – The variance reflects higher than expected pension costs.
- \$2,230,132 Capital Improvements – The variance reflects unspent funds due to delay in commencing construction projects.

Capital Asset and Debt Administration

The City of Ormond Beach's investment in capital assets, net of related depreciation, for its governmental and business type activities as of September 30, 2024, amounts to \$203,153,848. This investment in capital assets includes land, buildings and improvements other than buildings, equipment, infrastructure and construction in progress. The total change in the City of Ormond Beach's capital assets, net of related depreciation, for the current fiscal year was an increase of \$3,020,192 (2.6%) for governmental activities and a decrease of \$2,578,145 (3.0%) for business-type activities.

CITY OF ORMOND BEACH'S CAPITAL ASSETS

Net of Depreciation

(In thousands)

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land	\$43,830	\$43,830	\$1,072	\$1,072	\$44,902	\$44,902
Works of Art	377	377	-	-	377	377
Intangibles (Easements)	744	347	\$1,043	805	1,787	1,153
Building & Improvements	61,488	62,637	75,668	80,977	137,156	143,613
Equipment	6,143	6,633	828	1,039	6,971	7,672
Construction in progress	7,447	3,184	4,514	1,810	11,961	4,994
Total	\$120,029	\$117,008	\$83,125	\$85,703	\$203,154	\$202,711

Additional information on the City of Ormond Beach's capital assets can be found in Note (6) on pages 57-58 of this report.

Long-term Debt

At the end of the 2024 fiscal year, the City of Ormond Beach had total bonded debt outstanding of \$25,278,000. Of this amount, \$1,875,000 relates long-term debt backed by the full faith and credit of the government. The remainder of the City of Ormond Beach's debt represents bonds secured solely by specified revenue sources or covenants.

CITY OF ORMOND BEACH'S OUTSTANDING DEBT

General Obligation and Revenue
Bonds (In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
General Obligation Bonds	\$1,875	\$2,311	-	-	\$1,875	\$2,311
Revenue Bonds	-	-	\$29,687	\$20,440	\$29,687	\$20,440
Total	\$1,875	\$2,311	\$29,687	\$20,440	\$31,562	\$22,751

The City of Ormond Beach's total bonded debt increased by \$8,811,000 during the current fiscal year.

Under Florida statutes, no debt limit margin is placed on local governments. Additional information on the City's long-term debt can be found in Note (10) on pages 61-67 of this report.

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the municipal service area was 2.4% as of September 2024 compared to 3.5% a year ago.
- The City's taxable value of commercial and residential property continues to increase.
- Inflationary trends in the region are comparable to national indices.

All of these factors were considered in preparing the City of Ormond Beach's budget for the 2024-25 fiscal year.

Unassigned fund balance of the General Fund as of September 30, 2024 was \$9,930,000.

Water and wastewater service rates for fiscal year 2024 were increased in order to provide sufficient revenue for operational and capital expenses.

Requests for Information

This financial report is designed to provide a general overview of the City of Ormond Beach's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Ormond Finance Director, P.O. Box 277, Ormond Beach, Florida 32175-0277. Additional information can be found on the Finance Department's website at www.ormondbeach.org.

BASIC FINANCIAL STATEMENTS

These basic financial statements contain Government-wide Financial Statements, Fund Financial Statements and Notes to the Financial Statements.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Governmental Activities	Business-type Activities	Total
ASSETS			
Equity in pooled cash and investments	\$ 42,246,911	\$ 17,740,697	\$ 59,987,608
Receivables, net	2,056,345	3,691,345	5,747,690
Due from other governments	2,323,956	-	2,323,956
Leases receivable	3,141,667	-	3,141,667
Inventories	186,928	-	186,928
Prepays	1,653,886	-	1,653,886
Restricted assets:			
Equity in pooled cash	171,128	22,700,686	22,871,814
Capital assets:			
Capital assets, not being depreciated	52,397,780	6,629,906	59,027,686
Other capital assets, net of depreciation	67,630,930	76,495,232	144,126,162
Total assets	<u>\$ 171,809,531</u>	<u>\$ 127,257,866</u>	<u>\$ 299,067,397</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows related to pensions	\$ 2,429,364	\$ 86,879	\$ 2,516,243
Deferred outflows related to OPEB	667,840	137,123	804,963
Total deferred outflows	<u>\$ 3,097,204</u>	<u>\$ 224,002</u>	<u>\$ 3,321,206</u>
LIABILITIES			
Accounts payable and accrued liabilities	\$ 3,866,759	\$ 1,480,327	\$ 5,347,086
Customer deposits	30,193	924,173	954,366
Unearned revenue	304,616	-	304,616
Accrued interest payable	26,449	102,008	128,457
Due to fiduciary funds	403,658	-	403,658
Noncurrent liabilities:			
Due within one year	1,897,902	4,231,358	6,129,260
Due in more than one year	9,835,977	26,463,305	36,299,282
Total OPEB liability	3,708,429	861,592	4,570,021
Net pension liability	14,197,090	971,481	15,168,571
Total liabilities	<u>\$ 34,271,073</u>	<u>\$ 35,034,244</u>	<u>\$ 69,305,317</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	\$ 7,083,784	\$ 901,917	\$ 7,985,701
Deferred inflows related to OPEB	1,674,715	343,857	2,018,572
Deferred inflows related to leases	3,020,566	-	3,020,566
Total deferred inflows	<u>\$ 11,779,065</u>	<u>\$ 1,245,774</u>	<u>\$ 13,024,839</u>
NET POSITION			
Net investment in capital assets	\$ 113,279,803	\$ 66,410,735	\$ 179,690,538
Restricted for:			
Debt service	132,544	3,874,036	4,006,580
Construction and capital expansion	4,492,102	12,221,075	16,713,177
Renewal and replacement	-	400,000	400,000
Transportation	1,600,239	-	1,600,239
Redevelopment trust	6,988,640	-	6,988,640
Stormwater drainage	8,960,017	-	8,960,017
Other purposes	376,605	-	376,605
Unrestricted	(6,973,353)	8,296,004	1,322,651
Total net position	<u>\$ 128,856,597</u>	<u>\$ 91,201,850</u>	<u>\$ 220,058,447</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 8,198,050	\$ 3,600	\$ 974,015	\$ 734,993	\$ (6,485,442)	\$ -	\$ (6,485,442)
Public safety	22,886,449	313,555	71,382	95,150	(22,406,362)	-	(22,406,362)
Public works	9,186,345	5,294,949	1,599,943	727,496	(1,563,957)	-	(1,563,957)
Human services	111,050	-	-	-	(111,050)	-	(111,050)
Culture and recreation	9,747,960	381,889	1,685	556,755	(8,807,631)	-	(8,807,631)
Economic development	64,367	-	-	-	(64,367)	-	(64,367)
Interest on long-term debt	152,748	-	-	-	(152,748)	-	(152,748)
Total governmental activities	50,346,969	5,993,993	2,647,025	2,114,394	(39,591,557)	-	(39,591,557)
Business-type activities:							
Water and sewer	22,494,205	23,096,891	22,983	2,006,135	-	2,631,804	2,631,804
Solid waste	9,909,477	11,655,351	3,896,686	-	-	5,642,560	5,642,560
Total business-type activities	32,403,682	34,752,242	3,919,669	2,006,135	-	8,274,364	8,274,364
Total primary government	<u>\$ 82,750,651</u>	<u>\$ 40,746,235</u>	<u>\$ 6,566,694</u>	<u>\$ 4,120,529</u>	<u>(39,591,557)</u>	<u>8,274,364</u>	<u>(31,317,193)</u>
General revenues:							
Property taxes					19,699,155	-	19,699,155
Sales taxes					2,934,380	-	2,934,380
Insurance premium taxes					1,133,303	-	1,133,303
Franchise and utility taxes					11,041,302	-	11,041,302
Unrestricted intergovernmental revenue					2,121,491	-	2,121,491
Tax increment financing revenues					1,033,657	-	1,033,657
Interest revenue					1,295,125	904,804	2,199,929
Miscellaneous revenues					302,724	944	303,668
Transfers					4,601,160	(4,601,160)	-
Total general revenues and transfers					44,162,297	(3,695,412)	40,466,885
Change in net position					4,570,740	4,578,952	9,149,692
Net position - beginning of year					124,285,857	86,622,898	210,908,755
Net position - ending of year					<u>\$ 128,856,597</u>	<u>\$ 91,201,850</u>	<u>\$ 220,058,447</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF ORMOND BEACH, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	General	Redevelopment Trust	Ormond Crossings Trust	Stormwater Drainage Utility	Municipal Airport	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS							
Equity in pooled cash and investments	\$ 12,567,243	\$ 5,500,368	\$ 1,520,637	\$ 8,668,566	\$ 31,865	\$ 11,568,138	\$ 39,856,817
Receivables, net	1,652,095	7,964	2,195	318,175	51,944	23,724	2,056,097
Due from other governments	1,413,239	129,966	29,409	-	20,105	721,865	2,314,584
Leases receivable	685,592	-	-	-	2,456,075	-	3,141,667
Due from other funds	349	-	-	-	-	-	349
Advances to other funds	1,000,000	-	-	-	-	-	1,000,000
Inventories	186,928	-	-	-	-	-	186,928
Total assets	<u>\$ 17,505,446</u>	<u>\$ 5,638,298</u>	<u>\$ 1,552,241</u>	<u>\$ 8,986,741</u>	<u>\$ 2,559,989</u>	<u>\$ 13,955,852</u>	<u>\$ 50,198,567</u>
LIABILITIES							
Accounts payable and accrued liabilities	\$ 2,089,856	\$ 42,524	\$ -	\$ 26,724	\$ 24,373	\$ 1,647,871	\$ 3,831,348
Customer deposits	30,193	-	-	-	-	-	30,193
Unearned revenue	304,616	-	-	-	-	-	304,616
Advances from other funds	-	-	-	-	1,000,000	-	1,000,000
Due to other funds	404,007	-	-	-	-	-	404,007
Total liabilities	<u>2,828,672</u>	<u>42,524</u>	<u>-</u>	<u>26,724</u>	<u>1,024,373</u>	<u>1,647,871</u>	<u>5,570,164</u>
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue	56,603	129,966	29,409	-	-	7,270	223,248
Related to leases	658,206	-	-	-	2,362,360	-	3,020,566
Total deferred inflows of resources	<u>714,809</u>	<u>129,966</u>	<u>29,409</u>	<u>-</u>	<u>2,362,360</u>	<u>7,270</u>	<u>3,243,814</u>
FUND BALANCES							
Nonspendable:							
Inventories	186,928	-	-	-	-	-	186,928
Prepaid items	-	-	-	-	-	1,642,125	1,642,125
Long-term advances	1,000,000	-	-	-	-	-	1,000,000
Restricted for:							
Ormond Memorial Art Museum	67,211	-	-	-	-	-	67,211
Building department	812,469	-	-	-	-	-	812,469
Downtown	-	5,465,808	-	-	-	-	5,465,808
North Mainland	-	-	1,522,832	-	-	-	1,522,832
Stormwater drainage	-	-	-	8,960,017	-	-	8,960,017
Law enforcement	-	-	-	-	-	309,394	309,394
Debt service	-	-	-	-	-	158,993	158,993
Transportation impact	-	-	-	-	-	1,600,239	1,600,239
Capital expansion	-	-	-	-	-	4,492,102	4,492,102
Committed to:							
Recreational facilities	-	-	-	-	-	525,821	525,821
Assigned to:							
Economic development	700,269	-	-	-	-	-	700,269
Recreational facilities	-	-	-	-	-	59,612	59,612
Grants	-	-	-	-	-	75,444	75,444
Debt service	-	-	-	-	-	404,097	404,097
Capital improvements	-	-	-	-	-	3,032,884	3,032,884
Subsequent year's budget	1,265,000	-	-	-	-	-	1,265,000
Unassigned	9,930,088	-	-	-	(826,744)	-	9,103,344
Total fund balances	<u>13,961,965</u>	<u>5,465,808</u>	<u>1,522,832</u>	<u>8,960,017</u>	<u>(826,744)</u>	<u>12,300,711</u>	<u>41,384,589</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 17,505,446</u>	<u>\$ 5,638,298</u>	<u>\$ 1,552,241</u>	<u>\$ 8,986,741</u>	<u>\$ 2,559,989</u>	<u>\$ 13,955,852</u>	<u>\$ 50,198,567</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Fund balances - total governmental funds **\$ 41,384,589**

Amounts reported for governmental activities in the statement of activities are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds

Total governmental capital assets	276,620,146	
Less: accumulated depreciation	<u>(156,591,436)</u>	120,028,710

On the governmental fund statements, a net pension liability is not recorded unless an amount is legally due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the City's net pension (liability) asset of the defined benefit pension plans is reported as a noncurrent (liability) asset. Additionally, deferred outflows and deferred inflows related to pensions are also reported.

Net pension liability	(14,197,090)	
Deferred outflows related to pensions	2,429,364	
Deferred inflows related to pensions	<u>(7,083,784)</u>	(18,851,510)

On the governmental fund statements, a OPEB liability is not recorded unless an amount is due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the City's total OPEB liability is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to OPEB are also reported.

Total OPEB liability	(3,708,429)	
Deferred outflows related to OPEB	667,840	
Deferred inflows related to OPEB	<u>(1,674,715)</u>	(4,715,304)

Internal service funds are used by management to charge the costs of data processing, insurance, fleet lease and maintenance, building maintenance, and internal loans to individual funds. These assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.

Total net position		(168,158)
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Because some property taxes and other revenues will not be collected for several months after the close of the City's fiscal year end, they are not considered as "available" revenues in the governmental funds, and therefore, reported as deferred inflows of unavailable revenues. In the statement of net position, which is presented on an accrual basis, no deferral is reported since the revenue is fully recognized in the statement of activities.

223,248

Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities, deferred outflows, and other debt-related deferred charges consist of the following:

Bonds and notes payable	(4,375,000)	
Financed purchases	(2,373,907)	
Accrued interest payable	(26,449)	
Compensated absences	<u>(2,269,622)</u>	(9,044,978)

Net position of governmental activities, as restated		<u>\$ 128,856,597</u>
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The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	General	Redevelopment Trust	Ormond Crossings Trust	Stormwater Drainage Utility	Municipal Airport	Nonmajor Governmental Funds	Total Governmental Funds
Revenues							
Taxes	\$26,968,887	\$ -	\$ -	\$ -	\$ -	\$ 6,046,281	\$33,015,168
Permits and fees	2,426,403	-	-	-	-	-	2,426,403
Intergovernmental	6,183,640	906,892	150,928	-	144,862	814,297	8,200,619
Charges for services	829,426	-	-	2,636,110	-	-	3,465,536
Fines and forfeitures	64,431	-	-	-	-	164,310	228,741
Miscellaneous	3,844,653	155,913	39,955	237,460	221,473	1,423,741	5,923,195
Total revenues	<u>40,317,440</u>	<u>1,062,805</u>	<u>190,883</u>	<u>2,873,570</u>	<u>366,335</u>	<u>8,448,629</u>	<u>53,259,662</u>
Expenditures							
Current:							
General government	9,310,837	78,350	-	-	-	75,000	9,464,187
Public safety	19,975,313	-	-	-	-	1,155,962	21,131,275
Public works	6,453,448	19,518	-	1,539,973	386,606	259,663	8,659,208
Culture and recreation	7,269,024	184,500	-	-	-	255,095	7,708,619
Human services	84,257	-	-	-	-	26,793	111,050
Economic development	357,398	-	-	-	-	-	357,398
Capital improvements	647,923	717,969	-	535,251	149,159	8,373,311	10,423,613
Debt service:							
Principal	-	-	-	-	-	592,251	592,251
Interest and other	-	-	-	-	-	146,557	146,557
Total expenditures	<u>44,098,200</u>	<u>1,000,337</u>	<u>-</u>	<u>2,075,224</u>	<u>535,765</u>	<u>10,884,632</u>	<u>58,594,158</u>
Excess (deficiency) of revenues over expenditures	<u>(3,780,760)</u>	<u>62,468</u>	<u>190,883</u>	<u>798,346</u>	<u>(169,430)</u>	<u>(2,436,003)</u>	<u>(5,334,496)</u>
Other financing sources (uses)							
Transfers in	5,709,312	722,740	147,792	-	405,004	1,396,000	8,380,848
Transfers out	(1,627,536)	-	-	(253,992)	(17,316)	(1,057,884)	(2,956,728)
Capital lease	-	-	-	-	-	4,142,125	4,142,125
Total other financing sources (uses)	<u>4,081,776</u>	<u>722,740</u>	<u>147,792</u>	<u>(253,992)</u>	<u>387,688</u>	<u>4,480,241</u>	<u>9,566,245</u>
Net change in fund balances	<u>301,016</u>	<u>785,208</u>	<u>338,675</u>	<u>544,354</u>	<u>218,258</u>	<u>2,044,238</u>	<u>4,231,749</u>
Fund balances, beginning of year	13,660,949	4,680,600	1,184,157	8,415,663	(1,045,002)	10,256,473	37,152,840
Fund balances, end of year	<u>\$13,961,965</u>	<u>\$ 5,465,808</u>	<u>\$ 1,522,832</u>	<u>\$ 8,960,017</u>	<u>\$ (826,744)</u>	<u>\$12,300,711</u>	<u>\$41,384,589</u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF ORMOND BEACH, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balances - total governmental funds \$ 4,231,749

Amounts reported for governmental activities in the Statement of Activities
are different because:

Governmental funds report capital outlays as expenditures. However, in statement of activities
the cost of those assets is depreciated over their estimated useful lives.

Expenditures for capital assets	10,423,613	
Contributed capital assets	403,296	
Loss on disposition of capital assets	(441,205)	
Less current year depreciation	<u>(7,365,512)</u>	3,020,192

Bond and loan proceeds are reported as financing sources in the governmental funds. However,
the issuance of debt is reported as long-term debt payable in the statement of net position.

Repayment of bond and note principal is an expenditure in the governmental funds, but
the repayment of debt principal reduces long-term liabilities in the statement of net position.

These amounts are as follows:

Principal repayment of general long-term debt	592,251
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Revenues in the statement of activities that do not provide current financial resources are not
reported as revenues in governmental funds (change in delinquent taxes and liens). (322,471)

Governmental funds report contributions to defined benefit pension and OPEB plans as expenditures.

However, in the Statement of Activities, the amount contributed to defined benefit pension and OPEB plans
reduces future net pension liability and total OPEB liability. Also included in pension and OPEB expense
in the Statement of Activities are amounts required to be amortized.

Change in net pension liability and deferred inflows/outflows related to pensions	1,810,698
Change in total OPEB liability and deferred inflows/outflows related to OPEB	127,393

Under the modified accrual basis of accounting used in the governmental funds, expenditures
are not recognized for transactions that are not normally paid with expendable available
financial resources. In the statement of activities, however, which is presented on the accrual
basis, expenses and liabilities are reported regardless of when financial resources are available.

In addition, interest on long-term debt is not recognized under the modified accrual basis of
accounting until due, rather than as it accrues. These adjustments are as follows:

Change in accrued interest on long-term debt	(6,191)
Change in compensated absences liability	(22,158)

Internal service funds are used by management to charge the costs of certain activities to
individual funds. The portion of net revenue/expense of internal service funds reported
within governmental activities for the year.

(718,598)

Change in net position of governmental activities

\$ 4,570,740

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 26,126,466	\$ 26,126,466	\$ 26,968,887	\$ 842,421
Permits and fees	1,817,850	1,817,850	2,426,403	608,553
Intergovernmental	5,518,438	7,757,678	6,183,640	(1,574,038)
Charges for services	612,000	612,000	829,426	217,426
Fines and forfeitures	73,000	73,000	64,431	(8,569)
Miscellaneous	3,534,765	3,533,849	3,844,653	310,804
Total revenues	<u>37,682,519</u>	<u>39,920,843</u>	<u>40,317,440</u>	<u>396,597</u>
Expenditures				
Current:				
General government:				
Legislation and policy	2,498,652	3,003,652	3,231,004	(227,352)
Finance	2,788,579	3,259,124	3,319,628	(60,504)
Human resources	610,162	610,162	595,008	15,154
Planning	815,894	815,894	809,168	6,726
Building inspections	1,208,177	1,264,027	1,356,029	(92,002)
Total general government	<u>7,921,464</u>	<u>8,952,859</u>	<u>9,310,837</u>	<u>(357,978)</u>
Public safety:				
Police	11,988,334	12,738,945	12,428,449	310,496
Fire	7,363,742	7,363,742	7,546,864	(183,122)
Total public safety	<u>19,352,076</u>	<u>20,102,687</u>	<u>19,975,313</u>	<u>127,374</u>
Public works	6,635,134	6,660,134	6,453,448	206,686
Culture and recreation	7,146,694	7,237,133	7,269,024	(31,891)
Human services	91,528	91,528	84,257	7,271
Economic development	410,971	410,971	357,398	53,573
Non-departmental	185,900	-	-	-
Capital improvements	-	2,878,055	647,923	2,230,132
Total expenditures	<u>41,743,767</u>	<u>46,333,367</u>	<u>44,098,200</u>	<u>2,235,167</u>
Excess (deficiency) of revenues over expenditures	<u>(4,061,248)</u>	<u>(6,412,524)</u>	<u>(3,780,760)</u>	<u>2,631,764</u>
Other financing sources (uses)				
Transfers in	5,709,321	5,709,321	5,709,312	(9)
Transfers out	(1,718,073)	(1,782,528)	(1,627,536)	154,992
Total other financing sources (uses)	<u>3,991,248</u>	<u>3,926,793</u>	<u>4,081,776</u>	<u>154,983</u>
Net change in fund balance	<u>(70,000)</u>	<u>(2,485,731)</u>	<u>301,016</u>	<u>2,786,747</u>
Fund balance, beginning of year	13,660,949	13,660,949	13,660,949	-
Fund balance, end of year	<u><u>\$ 13,590,949</u></u>	<u><u>\$ 11,175,218</u></u>	<u><u>\$ 13,961,965</u></u>	<u><u>\$ 2,786,747</u></u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - REDEVELOPMENT TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Intergovernmental	\$ 956,586	\$ 956,585	\$ 906,892	\$ (49,693)
Miscellaneous	500	500	155,913	155,413
Total revenues	<u>957,086</u>	<u>957,085</u>	<u>1,062,805</u>	<u>105,720</u>
Expenditures				
Current:				
General government:				
Planning	71,050	71,050	78,350	(7,300)
Public works	26,976	26,976	19,518	7,458
Culture and recreation	184,500	184,500	184,500	-
Human services	200,000	183,000	-	183,000
Nondepartmental	927,299	919,299	-	919,299
Capital improvements	200,000	4,720,169	717,969	4,002,200
Total expenditures	<u>1,609,825</u>	<u>6,104,994</u>	<u>1,000,337</u>	<u>5,104,657</u>
Excess (deficiency) of revenues over expenditures	<u>(652,739)</u>	<u>(5,147,909)</u>	<u>62,468</u>	<u>5,210,377</u>
Other financing sources (uses)				
Transfers in	652,739	722,740	722,740	-
Total other financing sources (uses)	<u>652,739</u>	<u>722,740</u>	<u>722,740</u>	<u>-</u>
Net change in fund balance	<u>-</u>	<u>(4,425,169)</u>	<u>785,208</u>	<u>5,210,377</u>
Fund balance, beginning of year	4,680,600	4,680,600	4,680,600	-
Fund balance, end of year	<u>\$ 4,680,600</u>	<u>\$ 255,431</u>	<u>\$ 5,465,808</u>	<u>\$ 5,210,377</u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - ORMOND CROSSINGS TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
Intergovernmental	\$ 180,503	\$ 180,503	\$ 150,928	\$ (29,575)
Miscellaneous	1,704	1,704	39,955	38,251
Total revenues	<u>182,207</u>	<u>182,207</u>	<u>190,883</u>	<u>8,676</u>
Expenditures				
Current:				
General government:				
Nondepartmental	<u>329,996</u>	<u>329,996</u>	<u>-</u>	<u>329,996</u>
Total expenditures	<u>329,996</u>	<u>329,996</u>	<u>-</u>	<u>329,996</u>
Excess (deficiency) of revenues over expenditures	<u>(147,789)</u>	<u>(147,789)</u>	<u>190,883</u>	<u>338,672</u>
Other financing sources (uses)				
Transfers in	<u>147,789</u>	<u>147,789</u>	<u>147,792</u>	<u>(3)</u>
Total other financing sources (uses)	<u>147,789</u>	<u>147,789</u>	<u>147,792</u>	<u>(3)</u>
Net change in fund balance	<u>-</u>	<u>-</u>	<u>338,675</u>	<u>338,669</u>
Fund balance, beginning of year	<u>1,184,157</u>	<u>1,184,157</u>	<u>1,184,157</u>	<u>-</u>
Fund balance, end of year	<u><u>\$ 1,184,157</u></u>	<u><u>\$ 1,184,157</u></u>	<u><u>\$ 1,522,832</u></u>	<u><u>\$ 338,669</u></u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STORMWATER DRAINAGE UTILITY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Intergovernmental	\$ -	\$ 1,537,590	\$ -	\$ (1,537,590)
Charges for services	2,575,000	2,575,000	2,636,110	61,110
Miscellaneous	50,000	50,000	237,460	187,460
Total revenues	<u>2,625,000</u>	<u>4,162,590</u>	<u>2,873,570</u>	<u>(1,289,020)</u>
Expenditures				
Current:				
Public works	1,574,487	1,598,988	1,539,973	59,015
Capital improvements	2,649,950	5,340,491	535,251	4,805,240
Total expenditures	<u>4,224,437</u>	<u>6,939,479</u>	<u>2,075,224</u>	<u>4,864,255</u>
Excess (deficiency) of revenues over expenditures	<u>(1,599,437)</u>	<u>(2,776,889)</u>	<u>798,346</u>	<u>3,575,235</u>
Other financing sources (uses)				
Transfers out	<u>(253,993)</u>	<u>(253,992)</u>	<u>(253,992)</u>	<u>-</u>
Total other financing sources (uses)	<u>(253,993)</u>	<u>(253,992)</u>	<u>(253,992)</u>	<u>-</u>
Net change in fund balance	<u>(1,853,430)</u>	<u>(3,030,881)</u>	<u>544,354</u>	<u>3,575,235</u>
Fund balance, beginning of year	8,415,663	8,415,663	8,415,663	-
Fund balance, end of year	<u>\$ 6,562,233</u>	<u>\$ 5,384,782</u>	<u>\$ 8,960,017</u>	<u>\$ 3,575,235</u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - MUNICIPAL AIRPORT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Intergovernmental	\$ 2,049,255	\$ 2,179,040	\$ 144,862	\$ (2,034,178)
Miscellaneous	112,000	112,000	221,473	109,473
Total revenues	<u>2,161,255</u>	<u>2,291,040</u>	<u>366,335</u>	<u>(1,924,705)</u>
Expenditures				
Current:				
Public works	307,693	315,693	386,606	(70,913)
Capital improvements	2,400,937	2,671,474	149,159	2,522,315
Total expenditures	<u>2,708,630</u>	<u>2,987,167</u>	<u>535,765</u>	<u>2,451,402</u>
Excess (deficiency) of revenues over expenditures	<u>(547,375)</u>	<u>(696,127)</u>	<u>(169,430)</u>	<u>526,697</u>
Other financing sources (uses)				
Transfers in	65,000	405,000	405,004	4
Transfers out	(17,318)	(17,318)	(17,316)	2
Total other financing sources (uses)	<u>47,682</u>	<u>387,682</u>	<u>387,688</u>	<u>6</u>
Net change in fund balance	(499,693)	(308,445)	218,258	526,703
Fund balance, beginning of year	(1,045,002)	(1,045,002)	(1,045,002)	-
Fund balance, end of year	<u>\$ (1,544,695)</u>	<u>\$ (1,353,447)</u>	<u>\$ (826,744)</u>	<u>\$ 526,703</u>

The accompanying notes to financial statements are an integral part of this statement

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2024

	Business-type Activities - Enterprise Funds			Governmental Activities Internal Service Fund
	Water and Sewer	Solid Waste	Total	
ASSETS				
Current assets:				
Equity in pooled cash and investments	\$ 16,663,894	\$ 1,076,803	\$ 17,740,697	\$ 2,561,222
Accounts receivable - net	2,343,534	1,347,811	3,691,345	250
Due from other governments	-	-	-	9,372
Prepaid items	-	-	-	11,761
Restricted equity in pooled cash and investments	4,900,217	-	4,900,217	-
Total current assets	<u>23,907,645</u>	<u>2,424,614</u>	<u>26,332,259</u>	<u>2,582,605</u>
Noncurrent assets:				
Restricted equity in pooled cash and investments	17,679,664	120,805	17,800,469	-
Capital assets:				
Land	1,072,485	-	1,072,485	-
Intangibles	1,042,580	-	1,042,580	-
Building and improvements other than buildings	254,805,240	318,210	255,123,450	-
Equipment	5,959,327	20,731	5,980,058	-
	262,879,632	338,941	263,218,573	-
Less accumulated depreciation	(184,488,498)	(119,778)	(184,608,276)	-
	78,391,134	219,163	78,610,297	-
Construction in progress	4,514,841	-	4,514,841	-
Total noncurrent assets	<u>100,585,639</u>	<u>339,968</u>	<u>100,925,607</u>	<u>-</u>
Total assets	<u>\$ 124,493,284</u>	<u>\$ 2,764,582</u>	<u>\$ 127,257,866</u>	<u>\$ 2,582,605</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pensions	\$ 84,963	\$ 1,916	\$ 86,879	\$ -
Deferred outflows related to OPEB	132,079	5,044	137,123	-
Total deferred outflows	<u>\$ 217,042</u>	<u>\$ 6,960</u>	<u>\$ 224,002</u>	<u>\$ -</u>
LIABILITIES				
Current liabilities:				
Accounts payable	\$ 676,613	\$ 670,144	\$ 1,346,757	\$ 35,413
Accrued liabilities	126,646	6,924	133,570	-
Compensated absences	248,272	21,327	269,599	-
Claims payable	-	-	-	694,452
Current portion of landfill closure	-	87,723	87,723	-
Payable from restricted assets:				
Customer deposits	924,173	-	924,173	-
Current portion of bonds and loans payable	3,874,036	-	3,874,036	-
Accrued interest payable	102,008	-	102,008	-
Total current liabilities	<u>5,951,748</u>	<u>786,118</u>	<u>6,737,866</u>	<u>729,865</u>
Noncurrent liabilities:				
Compensated absences	189,161	22,948	212,109	-
Claims payable	-	-	-	2,020,898
Bonds payable	20,286,000	-	20,286,000	-
Loans from other governments	5,526,579	-	5,526,579	-
Landfill closure liability	-	438,617	438,617	-
Total OPEB liability	831,758	29,834	861,592	-
Net pension liability	950,056	21,425	971,481	-
Total noncurrent liabilities	<u>27,783,554</u>	<u>512,824</u>	<u>28,296,378</u>	<u>2,020,898</u>
Total liabilities	<u>\$ 33,735,302</u>	<u>\$ 1,298,942</u>	<u>\$ 35,034,244</u>	<u>\$ 2,750,763</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to OPEB	\$ 331,208	\$ 12,649	\$ 343,857	\$ -
Total deferred inflows	<u>\$ 1,213,234</u>	<u>\$ 32,540</u>	<u>\$ 1,245,774</u>	<u>\$ -</u>
NET POSITION				
Net investment in capital assets	\$ 66,191,572	\$ 219,163	\$ 66,410,735	\$ -
Restricted for construction	12,221,075	-	12,221,075	-
Restricted for debt service	3,874,036	-	3,874,036	-
Restricted for renewal and replacement	400,000	-	400,000	-
Unrestricted	7,075,107	1,220,897	8,296,004	(168,158)
Total net position	<u>\$ 89,761,790</u>	<u>\$ 1,440,060</u>	<u>\$ 91,201,850</u>	<u>\$ (168,158)</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Business-type Activities - Enterprise Funds			Governmental Activities Internal Service Fund
	Water and Sewer	Solid Waste	Total	
Operating revenues:				
Charges for services:				
Water sales	\$ 12,308,413	\$ -	\$ 12,308,413	\$ -
Service charges	345,518	-	345,518	-
Sewer charges	10,442,960	-	10,442,960	-
Refuse charges	-	11,655,351	11,655,351	-
Franchise fees	-	1,845,926	1,845,926	-
Internal charges	-	-	-	2,518,794
Miscellaneous	944	-	944	685,745
Total operating revenues	<u>23,097,835</u>	<u>13,501,277</u>	<u>36,599,112</u>	<u>3,204,539</u>
Operating expenses:				
Billing and customer service	1,757,965	-	1,757,965	-
Water system	6,415,345	-	6,415,345	-
Sewer system	6,237,632	-	6,237,632	-
Solid waste system	-	9,896,742	9,896,742	-
Claims and insurance	-	-	-	3,100,177
Depreciation	7,418,642	12,735	7,431,377	-
Total operating expenses	<u>21,829,584</u>	<u>9,909,477</u>	<u>31,739,061</u>	<u>3,100,177</u>
Operating income	<u>1,268,251</u>	<u>3,591,800</u>	<u>4,860,051</u>	<u>104,362</u>
Nonoperating income (expenses):				
Interest revenue (loss)	838,262	66,542	904,804	-
Operating grants	22,983	2,050,760	2,073,743	-
Debt issuance costs	(56,150)	-	(56,150)	-
Interest/amortization expense	(608,471)	-	(608,471)	-
Total nonoperating revenues (expenses)	<u>196,624</u>	<u>2,117,302</u>	<u>2,313,926</u>	<u>-</u>
Income before contributions, grants, and transfers	<u>1,464,875</u>	<u>5,709,102</u>	<u>7,173,977</u>	<u>104,362</u>
Capital contributions, grants, and impact fees	2,006,135	-	2,006,135	-
Transfers in	461,796	-	461,796	-
Transfers out	<u>(3,353,484)</u>	<u>(1,709,472)</u>	<u>(5,062,956)</u>	<u>(822,960)</u>
Change in net position	<u>579,322</u>	<u>3,999,630</u>	<u>4,578,952</u>	<u>(718,598)</u>
Total net position - beginning of year	<u>89,182,468</u>	<u>(2,559,570)</u>	<u>86,622,898</u>	<u>550,440</u>
Total net position - ending of year	<u><u>\$ 89,761,790</u></u>	<u><u>\$ 1,440,060</u></u>	<u><u>\$ 91,201,850</u></u>	<u><u>\$ (168,158)</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Business-type Activities - Enterprise Funds			Governmental Activities Internal Service Fund
	Water and Sewer	Solid Waste	Total	
Cash flows from operating activities				
Cash received from customers	\$ 23,006,948	\$ 13,260,365	\$ 36,267,313	\$ 3,204,539
Cash paid to employees	(5,770,324)	(219,752)	(5,990,076)	(319,621)
Cash paid to suppliers	(8,261,656)	(7,731,530)	(15,993,186)	(3,164,659)
Net cash provided by (used in) operating activities	<u>8,974,968</u>	<u>5,309,083</u>	<u>14,284,051</u>	<u>(279,741)</u>
Cash flows from noncapital financing activities				
Transfers from other funds	461,796	-	461,796	-
Transfers to other funds	(3,353,484)	(1,709,472)	(5,062,956)	(822,960)
Operating grants	22,983	-	22,983	-
Interfund loans	-	(2,600,000)	(2,600,000)	-
Net cash provided by (used in) noncapital financing activities	<u>(2,868,705)</u>	<u>(4,309,472)</u>	<u>(7,178,177)</u>	<u>(822,960)</u>
Cash flows from capital and related financing activities				
Acquisition and construction of capital assets	(4,616,593)	-	(4,616,593)	-
Capital grants and impact fees	1,769,497	-	1,769,497	-
Principal payments of long-term debt	(3,753,175)	-	(3,753,175)	-
Proceeds from issuance of long-term debt	13,000,000	-	13,000,000	-
Debt issuance costs	(56,150)	-	(56,150)	-
Interest paid	(577,356)	-	(577,356)	-
Net cash provided by (used in) capital and related financing activities	<u>5,766,223</u>	<u>-</u>	<u>5,766,223</u>	<u>-</u>
Cash flows from investing activities				
Interest received	838,262	66,542	904,804	-
Net change in cash and cash equivalents	<u>12,710,748</u>	<u>1,066,153</u>	<u>13,776,901</u>	<u>(1,102,701)</u>
Cash and cash equivalents, beginning of year	<u>26,533,027</u>	<u>131,455</u>	<u>26,664,482</u>	<u>3,663,923</u>
Cash and cash equivalents, end of year	<u>\$ 39,243,775</u>	<u>\$ 1,197,608</u>	<u>\$ 40,441,383</u>	<u>\$ 2,561,222</u>
Cash and cash equivalents classified as:				
Unrestricted	\$ 16,663,894	\$ 1,076,803	\$ 17,740,697	\$ 2,561,222
Restricted	22,579,881	120,805	22,700,686	-
Total cash and cash equivalents	<u>\$ 39,243,775</u>	<u>\$ 1,197,608</u>	<u>\$ 40,441,383</u>	<u>\$ 2,561,222</u>
Reconciliation of operating income to net cash provided by (used in) operating activities				
Operating income (loss)	\$ 1,268,251	\$ 3,591,800	\$ 4,860,051	\$ 104,362
Adjustments to reconcile net operating income to net cash provided by operating activities:				
Depreciation	7,418,642	12,735	7,431,377	-
Changes in assets and liabilities:				
Accounts receivable	(155,853)	(240,912)	(396,765)	-
Due from other governments	-	2,050,760	2,050,760	-
Accounts payable and accrued liabilities	198,590	(41,941)	156,649	15,913
Deposits	64,966	-	64,966	-
Compensated absences	90,569	13,174	103,743	-
Claims liability	-	-	-	(400,016)
Landfill closure liability	-	(66,385)	(66,385)	-
Net pension liability	129,576	(10,419)	119,157	-
Total OPEB liability	(39,773)	271	(39,502)	-
Net cash provided by (used in) operating activities	<u>\$ 8,974,968</u>	<u>\$ 5,309,083</u>	<u>\$ 14,284,051</u>	<u>\$ (279,741)</u>
Non-cash investing, capital, and financing activities:				
Capital assets contributed from other sources	<u>\$ 236,638</u>	<u>\$ -</u>	<u>\$ 236,638</u>	<u>\$ -</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2024

	Pension Trust Funds
ASSETS	
Cash and cash equivalents with trustee	\$ 3,389,557
Total cash and cash equivalents	<u>3,389,557</u>
Receivables:	
Due from other funds	404,007
State premium taxes	194,065
Interest and dividends receivable	273,198
Total receivables	<u>871,270</u>
Investments, at fair value:	
U.S. Government securities	27,453,892
Mortgage-backed securities	13,470,392
Corporate bonds	2,222,023
Corporate stocks	80,191,688
Foreign stocks	20,540,899
Real Estate	5,575,037
Total investments	<u>149,453,931</u>
Total assets	<u><u>\$ 153,714,758</u></u>
LIABILITIES	
Accounts payable	\$ 55,068
Due to other funds	349
Total liabilities	<u><u>\$ 55,417</u></u>
NET POSITION	
Restricted for pensions	<u><u>\$ 153,659,341</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Pension Trust Funds
Additions	
Contributions:	
Employer	\$ 4,250,173
Plan members	987,405
State - insurance premium taxes	1,133,303
Total contributions	<u>6,370,881</u>
Investment earnings:	
Net appreciation (depreciation) in fair value of investments	22,122,868
Interest and dividends	3,481,706
Total investment earnings	<u>25,604,574</u>
Less: investment expense	<u>(567,566)</u>
Net investment income (loss)	25,037,008
Total additions	<u>31,407,889</u>
Deductions	
Benefit payments	9,358,255
Refunds	(294,208)
Administrative expenses	158,615
Total deductions	<u>9,222,662</u>
Change in net position	<u>22,185,227</u>
Net position restricted for pensions, beginning of year	131,474,114
Net position restricted for pensions, end of year	<u><u>\$ 153,659,341</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) Summary of Significant Accounting Policies:

The City of Ormond Beach, Florida (the City) is a municipal corporation created by the laws of Florida, Chapter 67-1274 located in Volusia County. The legislative branch of the City is comprised of a five- (5) member elected Commission. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

The accounting policies of the City conform to accounting principles generally accepted in the United States of America (GAAP) as applicable to governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. All amounts reported in the financial statements are in thousands. The following is a summary of the more significant policies.

(a) **Reporting entity**—The accompanying financial statements present the financial position, results of operations and cash flows of the applicable fund types governed by the City Commission of the City of Ormond Beach, Florida, the reporting entity of government for which the City Commission is considered to be financially accountable. Based upon the application of the criteria set forth in GASB Codification, there are no discretely presented component units of the City.

(b) **Individual Component Unit Disclosures**—The City reports the following blended component units:

The Ormond Beach Community Redevelopment Agency (CRA) (created by Florida Statutes 163.38 and Resolution 84-74) is governed by a board comprised of the government's elected Commission. Additionally, the services provided by the agency entirely benefit the primary government and bond issuance authorization is approved by the City's Commission. Although legally separate, the CRA is reported as if it were part of the primary government and appropriately recorded as a major special revenue fund.

The North Mainland / Ormond Crossings Community Redevelopment Agency (Ormond Crossings) (created by Florida Statutes 163.38 and Resolution 2006-36) is governed by a board comprised of the government's elected Commission. Additionally, the services provided by the agency benefit the primary government and bond issuance authorization is approved by the City's Commission. Although legally separate, Ormond Crossings is reported as if it were part of the primary government and appropriately recorded as a major special revenue fund.

(c) **Related organizations**—The City commission is also responsible for appointing the members of the board for the Ormond Beach Housing Authority. The City's accountability for this organization does not extend beyond making the appointments. The board members do not serve at the discretion of the Commission and can only be removed for cause. The City cannot impose its will on the Housing Authority and does not derive any financial benefit or burden from the relationship.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

(d) **Jointly governed organizations**—The City, in conjunction with the County, eleven (11) other cities in Volusia County, over seventy-five local private sector companies, five (5) higher education institutions and Volusia County Public Schools have created the Team Volusia Economic Development Corporation. Team Volusia EDC is an organization that works to support business growth and recruit new business within the County and its 16 cities.

(e) **Government-wide and fund financial statements**—The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Indirect costs are included in the program expense reported for individual functions and activities. *Program revenues* include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

(f) **Measurement focus, basis of accounting, and financial statement presentation**—The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using *the current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

When grant terms provide that an expenditure of resources is the prime factor for determining eligibility for federal, state, and other grant resources, revenue is recognized at the time the expenditure is made. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Taxes, intergovernmental revenue, licenses and permits, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Redevelopment Trust Fund* is a special revenue fund that accounts for the financial resources related to the economic development of the Ormond Beach Downtown Community Redevelopment Area. These funds include proceeds from the City's tax increment financing districts, which are legally restricted and expended to support the City's redevelopment in the designated community redevelopment area.

The *Ormond Crossings Trust Fund* is a special revenue fund that accounts for the financial resources related to the economic development of the North Mainland/Ormond Crossings Community Redevelopment Area. These funds include proceeds from the City's tax increment financing District, which are legally restricted and expended to support the City's redevelopment in the designated community redevelopment area.

The *Stormwater Drainage Utility Fund* is a special revenue fund that accounts for the maintenance of the City's existing stormwater drainage system. Revenues are provided from user charges to the utility customers.

The *Municipal Airport Fund* is a special revenue fund that accounts for the financial resources related to Ormond Beach Municipal Airport. These funds typically include substantial grant funding for airport improvements subject to federal and/or state restrictions.

The City reports the following major proprietary funds:

The *Water and Sewer Fund* accounts for the activities of the City's water distribution system, sewage treatment plant, sewage pumping stations and collection systems.

The *Solid Waste Fund* accounts for the activities of the City's solid waste collection and disposal system.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

Additionally, the City reports the following fund types:

Special Revenue Funds—These funds account for financial resources related to the stormwater, airport, confiscated funds and grants of the City. The funds account for specific revenues that are legally restricted and expended for these specific purposes.

Debt Service Funds—These funds account for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

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

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

(g) **Budgets and budgetary accounting**—Annual budgets for all governmental and proprietary funds were adopted in compliance with Florida law. The basis on which the budgets are prepared is consistent with the basis of accounting utilized by the various fund types. The governmental funds' budgets are prepared on the modified accrual basis of accounting. The proprietary funds' budgets are prepared on the full accrual basis of accounting. The City follows these procedures in establishing the budgetary data reflected in the accompanying financial statements:

- (i) Prior to the end of the fiscal year, the City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- (ii) Budget workshops are scheduled by the City Manager, as needed.
- (iii) The general summary of the budget and notice of public hearing is published in the local newspaper.
- (iv) Public hearings are conducted to obtain taxpayer comments.
- (v) Prior to October 1, the budgets are legally enacted through passage of an ordinance.
- (vi) The City Manager is authorized to transfer budgeted amounts between divisions and departments; however, any revisions that alter the total appropriations of any fund must be approved by the City Commission.
- (vii) The level of classification detail at which expenditures may not legally exceed appropriations is the fund level.
- (viii) The City Commission, by Ordinance, may make supplemental appropriations in excess of those originally estimated for the year up to the amount of available revenues. There one budget amendment to the General Fund for the fiscal year ended September 30, 2024.
- (ix) Appropriations lapse at the close of the fiscal year to the extent they have not been expended. Appropriations for capital expenditures lapse five years henceforth.

The budgets for governmental funds that were either adopted or amended during the year by the City Commission were prepared using the modified accrual basis of accounting in accordance with GAAP. The general, special revenue, debt service and capital project funds have legally adopted budgets. The legally adopted annual budget is contained within a separate document.

The individual funds that comprise the Water and Sewer Fund, consisting of the Water and Wastewater Operations Fund, Vehicle Replacement Fund, Renewal and Replacement Fund, Consolidated Debt Service Fund, West Ormond Reuse Impact Fee Fund, Water System Impact Fee Fund, Wastewater System Impact Fee Fund, Water System Improvements Fund, Wastewater System Improvements Fund and Watermain System Improvements Fund, have legally adopted annual budgets. The Solid Waste Fund also has a legally adopted annual budget. Presentation of budget/actual comparisons have not been presented in these financial statements as this disclosure would be misleading and is not required by GAAP.

Expenditures in the pension passthrough fund exceeded final budget amounts at year-end.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

(h) **Cash and investments**—For accounting and investment purposes, a pooled cash and investments account is maintained for all funds. This gives the City the ability to invest large amounts of idle cash for short periods of time and to maximize earnings potential. The “equity in pooled cash and investments” represents the amount owned by each fund.

Cash and cash equivalents include cash on hand, demand deposits and cash with fiscal agent. Additionally, each fund’s equity in the City’s investment pool is considered to be a cash equivalent since the funds can deposit or effectively withdraw cash at any time without prior notice or penalty.

All of the City’s investments are reported at fair value, with the exception of 2a-7-like pools which are stated at cost or amortized value. Investments within the Pension Trust Funds made through financial brokers are held with trustees and are stated at fair value as determined in an active market.

(i) **Receivables, revenues, and interfund obligations**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

All trade and property tax receivables, including those for water, sewer and solid waste services, are shown net of an allowance for uncollectibles. Trade accounts receivable in excess of 120 days comprise the trade accounts receivable allowance for uncollectibles, including those for water, sewer and solid waste services. The property tax receivable allowance is recorded from approximately 45 percent of outstanding property taxes at September 30, 2024.

The unbilled portion of water, sewer, solid waste, and stormwater earned revenues and accrued at year end is based upon a proration of the October cycle billing.

(j) **Lease receivable**—When engaged in long-term leasing activity as the lessor, the City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements. At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.
- The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

(k) **Property tax calendar**—Under Florida law, the assessment of all properties and the collection of all county, municipal and school district property taxes are consolidated in the offices of the Volusia County Property Appraiser and Volusia County Revenue Division. The laws of the state regulating tax assessment are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to ten mills. For the year ended September 30, 2024, the millage rate assessed by the City was 4.0060 mills.

The property tax calendar is as follows:

Valuation Date	January 1, 2023
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Property Appraiser prepares the assessment roll with values as of January 1, 2023, submits this preliminary roll for approval by the State and notifies each taxing authority of their respective valuations.	July 1, 2023
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City Commission holds two required public hearings and adopts a budget and ad valorem tax millage rate for the coming fiscal year.	September 2023
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Property Appraiser certifies the assessment roll and all real and tangible personal property taxes are due and payable (Levy date).	November 1, 2023
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A Notice of Taxes is mailed to each property owner on the assessment roll. Taxes may be paid November 2023 through March 2024, with the following applicable discounts:	November 1, 2023
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<u>Month Paid</u>	<u>Discount Percent</u>	
November	4 %	November 1, 2023
December	3	through
January	2	March 31, 2024
February	1	
March	0	

All unpaid taxes on real and tangible personal property become delinquent.	April 1, 2024
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A list of unpaid tangible personal property taxes and a list of unpaid real property taxes are advertised.	April and May 2024
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Tax certificates are sold on all real estate parcels with unpaid real property taxes (Lien date).	June 1, 2024
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A court order is obtained authorizing the seizure and sale of personal property if the taxpayer fails to pay the delinquent personal property taxes.	June 1, 2024
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At September 30, 2024, the City has recorded property taxes receivable of \$33,873.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) Summary of Significant Accounting Policies: (Continued)

(l) **Inventories**—Inventories consist of expendable supplies held for consumption. The cost is recorded as an expenditure at the time inventory is used (consumption method) using the first-in, first-out method of accounting.

(m) **Prepaid items**—Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are recorded as expenditures in governmental funds using the consumption method.

(n) **Restricted assets**—Certain proceeds of enterprise fund revenue bonds, as well as certain resources set aside for their repayments, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants. Restricted funds are comprised of the following:

Sinking funds are used to segregate resources accumulated for debt service payments over the next twelve months.

Renewal and replacement funds are used to report resources set aside to meet unexpected repairs or to fund asset renewal and replacement.

Construction funds are used to report proceeds from bonds restricted for construction and impact fees on new construction and development. Impact fees must be expended on utility system expansions.

Landfill escrow funds are used to meet the obligation for closure and post closure care costs.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then unrestricted resources as they are needed.

(o) **Capital assets**—Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, drainage improvements, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	25
Stormwater infrastructure	25
Roadways and sidewalks infrastructure	25
Water system	25
Sewer system	25 – 30
Parks and recreational infrastructure	15
Vehicles and rolling stock	7 – 15
Machinery and equipment	3 – 5

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

(p) **Deferred outflows of resources**—In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

The City has two items that qualifies for reporting as deferred outflows of resources, reported in both the government-wide statement of financial position and the proprietary funds statement of financial position. The items are the deferred outflows related to pensions and other post-employment benefits (OPEB). The deferred outflows related to pensions and OPEB will be recognized as either pension/OPEB expense or a reduction in the net pension/OPEB liability, respectively, in future reporting years. Details on the composition of deferred outflows related to pensions and OPEB are reported in subsequent notes.

(q) **Unearned revenue**—Unearned revenues will be recognized as revenue in the fiscal year they are earned or become available. Unearned revenue presented on the government-wide, governmental fund, and proprietary fund statements represents advance collection of funds for services to be provided in future reporting periods, consisting primarily of service deposits.

(r) **Liability for compensated absences**—The City policy permits employees to accumulate a limited amount of earned, but unused personal, vacation, and sick leave. These benefits are payable to employees upon separation from service. All leave pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in accordance with the GASB Codification.

(s) **Other post-employment benefits (OPEB)**—Pursuant to Section 112.0801, Florida Statutes, the City is mandated to permit participation in the health insurance program by retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. The rates provide for an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the Plan on average than those of active employees. The City is financing the post-employment benefits on a pay-as-you-go basis. As determined by an actuarial valuation, the City records a total OPEB liability in its proprietary and government-wide financial statements related to the implicit subsidy. See Note (13) for further information.

(t) **Long-term obligations**—In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed when paid.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

(u) **Deferred inflows of resources**—In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Currently, the City has three items that qualify for reporting as deferred inflows of resources, two in both the government-wide statement of financial position and the proprietary funds statement of financial position and one item on the balance sheet of the governmental funds. The deferred inflows related to pensions and OPEB will be recognized as a component of pension/OPEB expense in future reporting years. Details on the composition of deferred inflows related to pensions and OPEB are reported in subsequent notes.

In the governmental funds, deferred inflows of resources are reported for unavailable revenue and amounts related to leases receivable, which will be recognized as inflows of resources in the period that the amounts become available.

(v) **Fund balance**—In the fund financial statements, governmental funds report fund classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Amounts that are restricted to specific purposes either by a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments or b) imposed by law through constitutional provisions or enabling legislation are classified as restricted fund balances. Amounts that can only be used for specific purposes pursuant to constraints imposed by the City Commission through an ordinance are classified as committed fund balances. Amounts that are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed are classified as assigned fund balances. As per the City's fund balance policy, approved by Resolution 2011-138 on September 20, 2011, the intended purpose (assignments) may be determined by the City Commission, City Manager or Finance Director. Non-spendable fund balances include amounts that cannot be spent because they are either a) not in spendable form or b) legally or contractually required to be maintained intact. Unassigned fund balances represent the fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the General Fund.

The City would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

(w) **Minimum fund balance policy**—The City's policy is to maintain an adequate General Fund, fund balance to provide liquidity in the event of an economic downturn or natural disaster. The City Commission has adopted a financial standard to maintain a General Fund minimum unassigned fund balance of 15 percent of budgeted annual expenditures. This policy also includes a provision for a revenue stabilization fund of up to \$3,000,000; the balance of this fund at September 30, 2024, was \$2,685,000. The balance of the fund, \$2,685,000 is included in unassigned fund balance.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

(x) **Net position**—The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted. *Net investment in capital assets* groups all capital assets including infrastructure into one component of net position. Accumulated depreciation and the outstanding balances of debt, excluding unspent bond proceeds, that are attributable to the acquisition, construction or improvement of these assets, reduce the balance in this category. *Restricted net position* presents net position with external restrictions imposed by creditors, grantors or laws and regulations of other governments. Unrestricted net position presents the net position balance that does not meet the definition of either of the other two components. The City would typically use restricted net position first, followed by unrestricted net position, but reserves the right to selectively spend unrestricted resources first to defer the use of these other classified funds.

(2) **Reconciliation of Government-Wide and Fund Financial Statement:**

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is the reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. One element of that reconciliation explains that “long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.” The details of this difference are explained in the above-referenced financial statement.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances – total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. One element of that reconciliation explains that “Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.” The details of this difference are explained in the above referenced financial statement.

(3) **Cash Deposits and Investments:**

(a) **City of Ormond Beach**

The City’s investment policies are governed by Chapter 280 and 218, Florida Statutes, City Code of Ordinances, and the adopted investment policy. For all investments authorized by statute or policy, the City applies the “Prudent Person” standard when developing investment strategies. The basic allowable investment instruments are as follows:

United States Government Securities – includes negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government.

United States Government Agencies (full faith and credit of the United States Government) – includes bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are back by the full faith and credit of the United States Government.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(3) Cash Deposits and Investments: (Continued)

Federal Instrumentalities (United States Government Sponsored Enterprises (“GSE”)) which are non-full faith and credit) – includes bonds, debentures or notes issued or guaranteed by the United States Government Sponsored Enterprises which are non-full faith and credit.

Mortgage-Backed Securities – includes securities which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payments.

Non-Negotiable Interest-Bearing Time Certificates of Deposit – includes non-negotiable interest-bearing time certificates of deposit or savings accounts in banks organized under the laws of Florida and/or in national banks organized under the laws of the United States and doing business and situated in Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Section 280, Florida Statutes.

Repurchase Agreements – includes repurchase agreements comprised of only those investments based on the requirements set by the City’s Master Repurchase Agreement.

Commercial Paper – includes commercial paper of any United States company that is rated, at the time of purchase, “Prime-1” by Moody’s and “A-1” by Standard & Poor’s (prime commercial paper. If backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated at least single “A” category by any two Nationally Recognized Statistical Rating Organizations (“NRSROs”).

Corporate Notes – includes corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum single “A” category by any two NRSROs.

Bankers’ Acceptances – includes bankers’ acceptances which are issued by a domestic bank which has, at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least “Prime-1” by Moody’s or “A-1” by Standard & Poor’s.

State and/or Local Government Taxable and/or Tax-Exempt Debt – includes state and local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated, at the time of purchase, at a minimum single “A” category by any two NRSROs, or rated at least “MIG-2” by Moody’s or “SP-2” by Standard & Poor’s for short term debt.

Registered Investment Companies (Money Market Mutual Funds) – includes shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. Section 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 60 days or less. In addition, the share value of the money market funds must be equal to \$1.00. The money market funds shall be rated “AAAm” by Standard & Poor’s or the equivalent by another NRSRO.

Intergovernmental Investment Pool – includes intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Corporation Act, as provided in Section 163.01, Florida Statutes. The intergovernmental investment pool shall be rated “AAA” by Standard & Poor’s or the equivalent by another NRSRO.

The Florida PRIME – includes the Florida PRIME and shall be rated “AAAm” by Standard & Poor’s or the equivalent by another NRSRO.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(3) Cash Deposits and Investments: (Continued)

Deposits include cash on hand and amounts held in the City's demand accounts. Each demand account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Any balance in excess of FDIC insurance is covered by collateral held by the City's custodial bank, which is pledged to a state trust fund that provides security in accordance with Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

The Florida Security for Public Deposits Act established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified public depository must pledge at least 50 percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to a maximum of 125 percent, may be required, if deemed necessary under the conditions set forth in the Act.

Obligations pledged to secure deposits must be delivered to the State Treasurer or, with the approval of the State Treasurer, to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer. Under the Act, the pool may assess participating financial institutions on a pro rata basis to fund any shortfall in the event of the failure of a member institution.

The City is a member of Florida PRIME, the Local Government Surplus Funds Trust Fund Investment Pool (the Pool), that is administered by the State Board of Administration of Florida (SBA). This pool is a "2a-7 like" pool, which has the characteristics of a money market fund. Therefore, the fair value of investments held at the State Board of Administration Pool is the same as the fair value of the pooled shares. The Regulatory Oversight of the Local Government Surplus Funds Trust fund is governed by Ch. 19-7 of the Florida Administrative Code, which identifies the Rules for the State Board of Administration. These rules provide guidance and establish the general procedure for the administration of the Local Government Surplus Funds Trust Fund. The Local Government Surplus Trust Fund is not a registrant with the Securities and Exchange Commission (SEC); however, the Board has adopted operating procedures consistent with the requirements for a 2a-7 fund. The State Board of Administration has taken the position that participants in the pool are not required to disclose information related to interest rate risk, concentration of credit risk, and foreign credit risk.

The City has funds invested in a money market mutual fund. The fund's portfolio is structured within the confines of Rule 2a-7 under the Investment Company Act of 1940, as amended. SEC Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant NAV (net asset value) of \$1.00 per share, provided that such funds meet certain criteria. Therefore, the fair value of the City's position in the fund is the same as the value of the fund's shares. The fund invests primarily in short-term, high-quality, fixed-income securities issued by banks, corporations and the U.S. government, rated in the highest short-term category or of comparable quality.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(3) Cash Deposits and Investments: (Continued)

The City measures and records its investments, assets whose use is limited, and restricted assets using fair value measurement guidelines. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.

As of September 30, 2024, the City's Governmental and Business-type investment portfolio is composed of the following investments:

Investment Type	Credit Quality Rating (S&P)	Carrying Value	Weighted Average Investment Maturities (in Years)		Fair Value Measurement		
			Less Than 1	1 – 5	Level 1	Level 2	Level 3
Cash deposits	NR	\$ 50,052,674	\$ 50,052,674	\$ -	\$ n/a	\$ n/a	\$ n/a
State Board of Administration							
– Florida PRIME	AAAm	214,277	214,277	-	n/a	n/a	n/a
Money market	AAAm	32,592,471	32,592,471	-	n/a	n/a	n/a
Total Portfolio		<u>\$ 82,859,422</u>	<u>\$ 82,859,422</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. The City's investment policy manages its exposure to declines in fair values by limiting the maturity of specific investments to provide sufficient liquidity to pay obligations as they come due. In addition, the City's investment policy limits investments to those having a maturity, at the time of purchase, of less than five years. There were no investments in the City's portfolio that exceeded this maximum maturity at September 30, 2024.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The City's investment policy utilizes portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. The ratings of the investments held at year end are shown above. All are rated within the investment policy guidelines at September 30, 2024.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The City's investment policy utilizes limitations on securities of a single issuer to manage this risk. For example, the City's investment policy limits a maximum of 40% of available funds may be invested in any one issuer of Federal Instrumentalities. Likewise, the policy limits state a maximum of 15% of available funds may be invested with any one issuer of Commercial Paper. At September 30, 2024, the investment portfolio met the single issuer and quality limitations of the investment policy.

Custodial Credit Risk: Custodial credit risk is the risk that the City may not recover cash and investments held by another party in the event of financial failure. All of the City's cash deposits are held by banks that qualify as a public depository under the Florida Security for Public Deposits Act as required by Chapter 280.02, Florida Statutes. Therefore, the City has no custodial risk associated with deposits.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(3) Cash Deposits and Investments: (Continued)

The City's investment policy requires securities, with the exception of certificates of deposit, to be held with a third-party custodian and all securities purchased by, and all collateral obtained by the City, should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities, by transfer of money or securities must be made on a "delivery versus payment" basis, if applicable, to ensure the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. As of September 30, 2024, the City's investment portfolio was held with a third-party custodian.

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The investment policy does not permit general obligations issued by a foreign government and is, therefore, not exposed to foreign currency risk.

(b) Pension Plans

The City's Pension Plans are authorized to invest in the following investments:

Investment products and funds provided through insurance companies, including, but not limited to, annuity and life insurance contracts of 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.

Time or savings accounts of a national bank, a state bank or a savings/building and loan association insured by the FDIC.

Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States.

Open-end noncommission bank or insurance company real estate funds with ability to liquidate every three (3) months.

Foreign securities.

Bonds, stocks, commingled or mutual funds.

State Board of Administration and the investment vehicles it utilizes.

Any other investment that the pension board deems to be prudent.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(3) Cash Deposits and Investments: (Continued)

The following chart shows the Pension fund cash and investments by investment portfolios and their respective maturities (in years):

	Carrying Value	Weighted Average Maturity (years)	Credit Rating (Moody's)	Measured at Fair Value:		
				Level 1	Level 2	Level 3
Money market funds	\$ 3,389,557	N/A	NR	\$ n/a	\$ n/a	\$ n/a
U.S. General Obligations	27,453,892	4.69	Aaa	-	27,453,892	-
Government mortgage-backed securities	13,470,392	26.54	NR	-	13,470,392	-
			A1, A2, A3,			
Corporate Bonds	2,222,023	6.51	BBB+	-	2,222,023	-
Common Stock	80,191,688	N/A	NR	80,191,688	-	-
Foreign Stock	20,540,899	N/A	NR	20,540,899	-	-
Real Estate	5,575,037	N/A	NR	-	-	5,575,037
Total Portfolio	<u>\$ 152,843,488</u>			<u>\$ 100,732,587</u>	<u>\$ 43,146,307</u>	<u>\$ 5,575,037</u>

Level 2 investments were all fixed-income securities measured at fair value based on market inputs based on the coupon rates versus index rates.

Investments in Government Mortgage-Backed Securities include the Federal Home Loan Mortgage Corporation and Federal Home Loan Banks.

The real estate partnership, valued based upon level 3 inputs, is valued based on the City's share of the real estate investment portfolio.

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The established performance objectives of the Pension Plans require investment maturities to provide sufficient liquidity to pay obligations as they become due. At September 30, 2024, the weighted average maturity in years for each investment type is included in the preceding table.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The Pension Plans utilize portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. The ratings of the investments held at year end are shown above. All are rated within the investment policy guidelines at September 30, 2024.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The Pension trust fund's policy does not allow more than five (5) 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 (5) percent of the outstanding stock of that company, nor shall the aggregate of its investments at market in common stock, capital stock and convertible securities exceed seventy (70) percent of the fund's total assets. At September 30, 2024, the investment portfolios met the single issuer limitations.

Custodial Credit Risk: Custodial credit risk is the risk that the City may not recover cash and investments held by another party in the event of financial failure. Custodial credit risk is limited since investments are held in independent custodial safekeeping accounts or mutual funds.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(3) Cash Deposits and Investments: (Continued)

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The Pension trust fund's policy allows for up to twenty-five (25) percent of its investments in common stock, capital stock and convertible securities at fair value in foreign securities. At September 30, 2024, the investment portfolios met the foreign securities limitations.

A reconciliation of cash and investments as shown in the accompanying financial statements follows:

Fair Value/Carrying Value	
Governmental and Business-type Investment Portfolio	\$ 82,859,422
Pension Investment Portfolio	152,843,488
Total	<u>\$235,702,910</u>
Cash and investments	\$ 59,987,608
Restricted cash and investments	22,871,814
Statement of Plan Net Position:	
Cash and cash equivalents with trustee	3,389,557
Investments with trustee	149,453,931
Total	<u>\$235,702,910</u>

(4) Receivables:

Receivables, net of the allowance for doubtful accounts at September 30, 2024, consist of the following:

Fund	Total Accounts Receivable	Less Allowance for Doubtful Accounts	Accounts Receivable, Net
General	\$ 1,652,095	\$ -	\$ 1,652,095
Redevelopment Trust	7,964	-	7,964
Ormond Crossings Trust	2,195	-	2,195
Stormwater Drainage Utility	383,106	(64,931)	318,175
Municipal Airport	51,944	-	51,944
Water and sewer	2,487,875	(144,341)	2,343,534
Solid waste	1,439,526	(91,715)	1,347,811
Internal service	250	-	250
Non-major funds	23,724	-	23,724
Total	<u>\$ 6,048,679</u>	<u>\$ (300,987)</u>	<u>\$ 5,747,692</u>

In addition to accounts receivable, the City also recorded \$2,323,956 in due from other governments at September 30, 2024.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(5) Leases Receivable:

Governmental Activities

Municipal Airport Fund

The City has ongoing lease agreements with third parties related to hangars owned by the City. The City has approximately 20 leases, most of which were entered into with 30-year terms that include additional renewal terms of up to 30 years. The lease payments vary by individual leases and range from \$120 to \$2,867 and include annual CPI adjustments. Based on the likelihood of renewals, the full maximum lease terms include all payments through an end date of September 30, 2060.

The City recognized \$75,081 in lease revenue and \$43,373 in interest revenue during the fiscal year related September 30, 2024, to these leases. As of September 30, 2024, the City's receivable for lease payments was \$2,456,075. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term, which totaled \$2,362,360 at September 30, 2024.

Future minimum rents under non-cancelable operating leases to be received as of September 30, 2024, are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 70,756	\$ 81,469	\$ 152,225
2026	72,908	79,317	152,225
2027	81,973	70,252	152,225
2028	86,494	65,730	152,225
2029	89,125	63,099	152,225
2030-2034	454,995	273,517	728,512
2035-2039	331,523	215,755	547,278
2040-2044	355,173	164,716	519,889
2045-2049	412,575	107,314	519,889
2050-2054	321,363	49,831	371,193
2055-2059	163,472	12,533	176,005
2060	15,719	177	15,896
Total future minimum lease payments	<u>\$ 2,456,075</u>	<u>\$ 1,183,710</u>	<u>\$ 3,639,785</u>

General Fund

The City has an ongoing lease with WastePro for the use of the transfer station owned by the city that runs concurrently with the WastePro service agreement. The lease is \$125,000 per year with an expiration date of September 30, 2030.

The City recognized \$109,701 in lease revenue and \$21,988 in interest revenue during the fiscal year related September 30, 2024, to this lease. As of September 30, 2024, the City's receivable for lease payments was \$685,592. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term, which totaled \$658,206 at September 30, 2024.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(6) Capital Assets:

Capital asset activity for the fiscal year ended September 30, 2024 is as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 43,829,744	\$ -	\$ -	\$ 43,829,744
Easements	340,888	403,296	-	744,184
Works of art	377,185	-	-	377,185
Construction in progress	3,184,488	7,710,378	(3,448,199)	7,446,667
Total assets not being depreciated	<u>47,732,305</u>	<u>8,113,674</u>	<u>(3,448,199)</u>	<u>52,397,780</u>
Capital assets being depreciated:				
Buildings	30,288,380	630,939	-	30,919,319
Improvements other than buildings	166,174,216	4,257,288	-	170,431,504
Equipment	19,753,696	832,002	(127,520)	20,458,178
Software	2,413,365	-	-	2,413,365
Total assets being depreciated	<u>218,629,657</u>	<u>5,720,229</u>	<u>(127,520)</u>	<u>224,222,366</u>
Less accumulated depreciation for:				
Buildings	(26,140,946)	(605,879)	-	(26,746,825)
Improvements other than buildings	(107,685,252)	(5,431,123)	-	(113,116,375)
Equipment	(13,120,086)	(1,324,373)	127,520	(14,316,939)
Software	(2,407,160)	(4,137)	-	(2,411,297)
Total accumulated depreciation	<u>(149,353,444)</u>	<u>(7,365,512)</u>	<u>127,520</u>	<u>(156,591,436)</u>
Total capital assets being depreciated, net	<u>69,276,213</u>	<u>(1,645,283)</u>	<u>-</u>	<u>67,630,930</u>
Governmental activities capital assets, net	<u>\$ 117,008,518</u>	<u>\$ 6,468,391</u>	<u>\$ (3,448,199)</u>	<u>\$ 120,028,710</u>
Business-type activities:				
Capital assets not being depreciated:				
Land	\$ 1,072,485	\$ -	\$ -	\$ 1,072,485
Intangibles	805,942	236,638	-	1,042,580
Construction in progress	1,810,335	2,938,081	(233,575)	4,514,841
Total assets not being depreciated	<u>3,688,762</u>	<u>3,174,719</u>	<u>(233,575)</u>	<u>6,629,906</u>
Capital assets being depreciated:				
Buildings	315,626	-	-	315,626
Improvements other than buildings	252,895,736	1,912,088	-	254,807,824
Equipment	5,980,058	-	-	5,980,058
Total assets being depreciated	<u>259,191,420</u>	<u>1,912,088</u>	<u>-</u>	<u>261,103,508</u>
Less accumulated depreciation for:				
Buildings	(171,638)	(14,283)	-	(185,921)
Improvements other than buildings	(172,063,774)	(7,205,669)	-	(179,269,443)
Equipment	(4,941,487)	(211,425)	-	(5,152,912)
Total accumulated depreciation	<u>(177,176,899)</u>	<u>(7,431,377)</u>	<u>-</u>	<u>(184,608,276)</u>
Total capital assets being depreciated, net	<u>82,014,521</u>	<u>(5,519,289)</u>	<u>-</u>	<u>76,495,232</u>
Business-type activities capital assets, net	<u>\$ 85,703,283</u>	<u>\$ (2,344,570)</u>	<u>\$ (233,575)</u>	<u>\$ 83,125,138</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(6) Capital Assets: (Continued)

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General governmental	\$ 471,803
Public safety	1,121,374
Public works	3,982,696
Culture and recreation	1,789,639
Total depreciation expense-governmental activities	<u>\$ 7,365,512</u>
Business-type activities:	
Water and sewer	\$ 7,418,642
Solid waste	12,735
Total depreciation expense-business-type activities	<u>\$ 7,431,377</u>

(7) Commitments:

The City has active construction projects as of September 30, 2024. The projects include construction of utility improvements, road and right-of-way improvements, recreational facilities and drainage improvements. At September 30, 2024, the City's construction commitments are as follows:

	Total Adjusted Contract Amounts	Remaining Commitment
General government improvements	\$ 2,684,000	\$ 1,206,000
Road and drainage improvements	13,487,000	1,527,000
Culture and recreation improvements	9,353,000	1,120,000
Airport improvements	4,459,000	2,624,000
Water and wastewater system improvements	29,717,000	9,467,000
Total	<u>\$ 59,700,000</u>	<u>\$ 15,944,000</u>

The commitment for water and sewer system improvements is being funded from water and sewer construction funds. The road and drainage improvements are being funded from the transportation improvements fund. Culture and recreation improvements are being funded by the General Fund.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(8) Interfund Accounts:

Individual fund interfund receivables and payables, at September 30, 2024, consist of the following:

	<u>Due from Other Funds</u>	<u>Due to Other Funds</u>
General Fund	\$ 349	\$ 404,007
Fiduciary funds	404,007	349
	<u>\$ 404,356</u>	<u>\$ 404,356</u>

	<u>Advances to Other Funds</u>	<u>Advances from Other Funds</u>
General Fund	\$ 1,000,000	\$ -
Municipal Airport Fund	-	1,000,000
	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>

The interfund receivables between the General Fund and fiduciary funds represent year-end adjustments based upon actual versus required contributions and other reconciling items in the pension funds.

The advances from the General Fund to the Municipal Airport Fund and Grants Fund are interest-bearing and was made to accelerate the capital improvement program for the Municipal Airport. The advance will be repaid by future revenues of the advanced funds.

(9) Interfund Transfers:

The City makes routine transfers between its funds in the course of the fiscal year. The principal purposes of these transfers are to allocate resources for debt service, construction or other capital projects, and to provide operating subsidies. These transfers are consistent with the activities of the funds involved. Transfers of resources from a fund receiving revenue to the fund through which the resources are to be expended are recorded as transfers and are reported as other financing sources (uses) in the Governmental Funds and as transfers in (out) in the Proprietary Funds. Following is a summary of interfund transfers for the year ended September 30, 2024:

	<u>General Fund</u>	<u>Redevelopment Trust Fund</u>	<u>Ormond Crossings Trust Fund</u>	<u>Municipal Airport Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Water and Sewer Fund</u>	<u>Total Transfers Out</u>
General Fund	\$ -	\$ 722,740	\$ 147,792	\$ 405,004	\$ 351,996	\$ -	\$ 1,627,532
Redevelopment Trust Fund	-	-	-	-	-	-	-
Ormond Crossings Trust Fund	-	-	-	-	-	-	-
Municipal Airport Fund	17,316	-	-	-	-	-	17,316
Stormwater Drainage Utility Fund	138,540	-	-	-	-	115,452	253,992
Nonmajor Governmental Funds	724,884	-	-	-	333,000	-	1,057,884
Water and Sewer Fund	3,353,484	-	-	-	-	-	3,353,484
Solid Waste Fund	1,363,128	-	-	-	-	346,344	1,709,472
Internal Service Fund	111,960	-	-	-	711,000	-	822,960
Total transfers in	<u>\$ 5,709,312</u>	<u>\$ 722,740</u>	<u>\$ 147,792</u>	<u>\$ 405,004</u>	<u>\$ 1,395,996</u>	<u>\$ 461,796</u>	<u>\$ 8,842,640</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(9) **Interfund Transfers** (Continued)

In addition to the above purposes, the following transfers occurred during the year ended September 30, 2024:

The transfer out in the General Fund and transfer in for the Redevelopment Trust Special Revenue Fund represents the City's tax increment payment based on the difference in taxable values for the redevelopment area from the base tax year to 2023.

Significant transfers to the General Fund include:

- A transfer out of the Transportation Improvements Fund of \$699,900 to offset road maintenance and street lighting costs and as payment in support of capital improvement projects.
- A transfer out of the Water and Sewer Fund of \$3,353,484 as payment in lieu of franchise fees and support of operating and capital improvement projects.
- A transfer out of the Solid Waste Fund of \$1,363,128 as payment in support of operating and capital improvement projects and as payment in lieu of franchise fees.

Significant transfers to nonmajor governmental funds include:

- Transfers out of the General Fund of \$405,004 to the Airport Fund, respectively, for OBSC lease receipts.
- A transfer out of the Internal Service Fund of \$711,000 to the General Improvement Fund in support of loss of assets due to fire.

(10) **Long-Term Debt:**

(a) **Financed Purchases—**

On January 7, 2020, the City entered into an agreement through Ring Investments, LLC, for a 2019 Caterpillar 938M Wheel Loader for \$236,814. The agreement bears interest at 3.5% with annual payments of \$47,363 until February 2024.

On July 30, 2020, the City entered into an agreement through PNC Equipment Finance, LLC, for two Pierce Enforcer Pumper fire apparatuses for \$1,155,825. The agreement bears interest at 2.92% with annual payments of \$134,325 until July 2030.

On March 20, 2024, the City entered into an agreement through Leasing 2, Inc., for one Pierce Enforcer Pumper fire apparatus for \$1,642,125. The agreement bears interest at 5.72% with annual payments of \$220,130 until March 2024.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(10) **Long-Term Debt:** (Continued)

The following is a schedule of future minimum payments for the two agreements listed above for each of the next five years and in the aggregate as of September 30, 2024:

<u>Fiscal Year Ending September 30,</u>	<u>Governmental Activities</u>
2025	354,455
2026	354,455
2027	354,455
2028	354,455
2029	354,455
2030-2034	<u>1,234,975</u>
Total payments	3,007,250
Less: amount representing interest	<u>(633,343)</u>
Present value of financed purchases	<u>\$ 2,373,907</u>

(b) **General Obligation Bonds - Series 2003**—The citizens of Ormond Beach approved a bond referendum election held April 8, 2003, to construct a new fire station to replace Fire Station #92, located on Nova Road. The City entered into a \$1,640,000, General Obligation Bond Series 2003, term loan agreement, on June 18, 2003, with SunTrust Bank to finance the construction cost of the fire station replacement and to pay the cost of issuance. The term loan agreement is based on a 20-year amortization and contains a fixed interest rate of 3.34%. Average annual debt service for the term loan is \$114,000. The final payment was made in 2023.

(c) **General Obligation Bonds - Series 2010**—The citizens of Ormond Beach approved a bond referendum election held August 10, 2010, to acquire property for a beachfront park. The City entered into a \$5,000,000, General Obligation Bond Series 2010, term loan agreement, on November 12, 2010, with JPMorgan Chase Bank to finance the cost of the acquisition and development of lands on the East side of A1A/Atlantic Avenue for a public beachfront park and to pay cost of issuance. The term loan agreement is based on a 20-year amortization and contains a fixed interest rate of 2.89%.

(d) **Capital Improvement Note**—On February 2, 2005, the City issued Capital Improvements Revenue Note, Series 2005, in the amount of \$2,100,000. The proceeds will be used to finance the construction and relocation of Fire Station #91, currently located at 160 East Granada Boulevard to a site located at 354 South Atlantic Avenue. The Capital Improvements Revenue Note, Series 2005, was issued to Bank of America at an interest rate of 3.58% for a term of 20 years, maturing on July 1, 2024. The City has pledged to appropriate non-ad valorem revenues to repay the loan.

(e) **Capital Improvement Note**—On August 26, 2024, the City issued Capital Improvements Revenue Note, Series 2024, in the amount of \$2,500,000. The proceeds will be used to finance certain capital improvements. The Capital Improvements Revenue Note, Series 2024, was issued to Webster Bank National Association, at an interest rate of 4.29% for a term of 10 years, maturing on September 1, 2034. The City has pledged to appropriate non-ad valorem revenues to repay the loan.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(10) **Long-Term Debt:** (Continued)

(f) **Water and Sewer Revenue bonds**—Revenue bonds payable at September 30, 2024, are payable solely from the net revenues of the water and sewer systems and are issued in accordance with the water and sewer bond ordinances. The significant terms of the water and sewer ordinances are as follows:

(i) Establish certain funds and accounts within the Water and Sewer Enterprise Fund as follows:

- Operation and Maintenance Fund (Revenue Fund)
- Sinking Fund
- Renewal and Replacement Fund
- Impact Fee Fund
- Construction Trust Fund
- Rebate Fund

(ii) Early Redemption

The bond ordinances provide for early redemption of outstanding bonds at call rates varying from 100% to 101% of the face value, depending upon the call date.

(iii) Investment Restrictions

All funds are to be continuously secured in the same manner as state and municipal deposits of funds are required to be secured by the Laws of the State of Florida;

Permitted investments include such obligations as are permitted to be legal investments of the City by the laws of the State; and

Monies on deposit in the various funds established by the bond ordinance may be invested in permitted investments maturing as specified in the ordinance.

(iv) Covenants

Net Revenues, which shall be adequate at all times to pay in each fiscal year at least 110% of the annual debt service requirement for the Outstanding Bonds and any Additional Parity Bonds hereafter issued for the then current fiscal year.

Net Revenues together with the Impact Fees received in such fiscal year shall be adequate at all times to pay in each fiscal year at least 120% of the annual debt service requirement for the Outstanding Bonds and any Additional Parity Bonds.

City will not reduce its schedule of rates, fees, rentals and other charges as to be insufficient to provide adequate Net Revenues and Impact Fees for such purposes.

The City was in compliance with all bond covenants as of September 30, 2024.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(10) **Long-Term Debt:** (Continued)

- (g) **State Revolving Fund Loans**—During the year ended September 30, 2009, the City executed an agreement with the Florida Department of Environmental Protection to borrow up to \$8,344,275 at an interest rate of 3.20% through the State Revolving Fund loan program, for the purpose of expansion and rehabilitation of the wastewater treatment plant. Repayment commenced on August 15, 2011, and is due semiannually thereafter on February 15 and August 15, each year until all amounts due under the agreement have been fully paid on February 15, 2031.

During the year ended September 30, 2012, the City executed an agreement with the Florida Department of Environmental Protection to borrow up to \$7,559,518 at an interest rate of 2.60% through the State Revolving Fund loan program, for the purpose of constructing the wastewater and reuse transmission facilities. Repayment commenced on December 15, 2013, is due semiannually thereafter on June 15 and December 15, each year until all amounts due under the agreement have been fully paid on June 15, 2033.

- (h) Long-Term Debt consists of the following:

<u>Governmental Activities</u>	<u>Rates and Payment Dates</u>	<u>Final Maturity</u>	<u>Annual Serial Payments</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>
General Obligation Bonds:					
General Obligation Bond, series 2010	2.89% (7/1)	2030	\$200,000- \$335,000	5,000,000	1,875,000
Total General Obligation Bonds				<u>\$ 5,000,000</u>	<u>\$ 1,875,000</u>
Capital Improvement Note	4.29% (9/1)	2034	\$205,000- \$300,000	<u>\$ 2,500,000</u>	<u>\$ 2,500,000</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(10) **Long-Term Debt:** (Continued)

<u>Business-Type Activities</u>	<u>Rates and Payment Dates</u>	<u>Final Maturity</u>	<u>Annual Serial Payments</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>
Water and Sewer Revenue Bonds:					
	3.37%		\$0 -		
2010A Water and sewer	(3/1; 9/1)	2025	\$2,200,000	\$ 20,000,000	\$ 2,200,000
	2.58%		\$140,000 -		
2015 Water and sewer	(3/1; 9/1)	2030	\$206,000	2,600,000	1,162,000
	2.45%		\$25,000-		
2017 Water and sewer	(3/1;9/1)	2032	\$455,000	4,050,000	3,230,000
	2.65%		\$28,000-		
2019 Water and sewer	(3/1;9/1)	2033	\$480,000	4,543,000	3,811,000
	2.65%		\$28,000-		
2024 Water and sewer	(3/1;9/1)	2033	\$480,000	13,000,000	13,000,000
Total Water and Sewer Revenue Bonds				<u>\$ 44,193,000</u>	<u>\$ 23,403,000</u>
State Revolving Fund Loans:					
	3.20%		\$70,000-		
SRF Loan WW710140	(2/1; 8/1)	2031	\$543,000	\$ 8,344,275	\$ 3,159,865
	2.80%				
SRF Loan WW640120	(2/1; 8/1)	2026	\$430,000	7,559,518	3,123,751
Total State Revolving Fund Loans				<u>\$ 15,903,793</u>	<u>\$ 6,283,615</u>

(i) **Debt service requirements**—The annual requirements to amortize the bonds and loans payable outstanding as of September 30, 2024, are as follows:

<u>Fiscal Year Ending September 30</u>	<u>Obligation Bonds Series 2010</u>	
	<u>Principal</u>	<u>Interest</u>
2025	\$ 290,000	\$ 54,515
2026	300,000	46,083
2027	310,000	37,361
2028	315,000	28,348
2029	325,000	19,189
2030	335,000	9,739
Totals	<u>\$1,875,000</u>	<u>\$195,235</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(10) **Long-Term Debt:** (Continued)

Fiscal Year Ending	Capital Improvement Bonds Series 2024	
	Principal	Interest
September 30		
2025	\$ 205,000	\$108,740
2026	215,000	98,456
2027	225,000	89,232
2028	235,000	79,580
2029	240,000	69,498
2030	255,000	59,202
2031	265,000	48,262
2032	275,000	36,894
2033	285,000	25,096
2034	300,000	12,870
Totals	<u>\$2,500,000</u>	<u>\$627,830</u>

Fiscal Year Ending	Water and Sewer Revenue Bonds Series 2010A	
	Principal	Interest
September 30		
2025	\$ 2,200,000	\$ 74,140
Totals	<u>\$ 2,200,000</u>	<u>\$ 74,140</u>

Fiscal Year Ending	Water and Sewer Revenue Bonds Series 2015		Water and Sewer Revenue Bonds Series 2017	
	Principal	Interest	Principal	Interest
September 30				
2025	\$ 182,000	\$ 29,980	\$ 355,000	\$ 79,136
2026	186,000	25,284	370,000	70,438
2027	191,000	20,485	380,000	61,372
2028	196,000	15,557	395,000	52,062
2029	201,000	10,501	410,000	42,384
2030	206,000	5,314	425,000	32,340
2031	-	-	440,000	21,928
2032	-	-	455,000	11,147
Totals	<u>\$ 1,162,000</u>	<u>\$ 107,121</u>	<u>\$ 3,230,000</u>	<u>\$ 370,807</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(10) **Long-Term Debt:** (Continued)

Fiscal Year Ending September 30	Water and Sewer Revenue Bonds Series 2019		Water and Sewer Revenue Bonds Series 2024		Water and Sewer Revenue Bonds Total	
	Principal	Interest	Principal	Interest	Principal	Interest
2025	380,000	100,991	-	539,088	3,117,000	823,335
2026	391,000	90,921	705,000	542,100	1,652,000	728,743
2027	401,000	80,560	730,000	512,702	1,702,000	675,119
2028	412,000	69,933	765,000	482,260	1,768,000	619,812
2029	422,000	59,015	795,000	450,360	1,828,000	562,260
2030	434,000	47,832	825,000	417,208	1,890,000	502,694
2031	445,000	36,331	860,000	382,806	1,745,000	441,065
2032	457,000	24,539	900,000	346,944	1,812,000	382,630
2033	469,000	12,428	935,000	309,414	1,404,000	321,842
2034	-	-	975,000	270,424	975,000	270,424
2035	-	-	1,015,000	229,768	1,015,000	229,768
2036	-	-	1,055,000	187,442	1,055,000	187,442
2037	-	-	1,100,000	143,448	1,100,000	143,448
2038	-	-	1,145,000	97,578	1,145,000	97,578
2039	-	-	1,195,000	49,831	1,195,000	49,831
Totals	<u>\$ 3,811,000</u>	<u>\$ 522,550</u>	<u>\$ 13,000,000</u>	<u>\$ 4,961,373</u>	<u>\$ 23,403,000</u>	<u>\$ 6,035,991</u>

Fiscal Year Ending September 30	State Revolving Fund Loan # WW710140		State Revolving Fund Loan # 640120		State Revolving Fund Loans Total	
	Principal	Interest	Principal	Interest	Principal	Interest
2025	444,721	97,586	312,315	79,201	757,036	176,787
2026	459,066	83,241	320,488	71,028	779,554	154,269
2027	473,874	68,434	328,875	62,641	802,748	131,075
2028	489,159	53,148	337,481	54,034	826,640	107,182
2029	504,937	37,370	346,313	45,203	851,250	82,573
2030	521,225	21,082	355,375	36,140	876,600	57,222
2031	266,883	4,270	364,675	26,840	631,558	31,110
2032	-	-	374,218	17,297	374,218	17,297
2033	-	-	384,012	7,504	384,012	7,504
Totals	<u>\$ 3,159,865</u>	<u>\$ 365,131</u>	<u>\$ 3,123,751</u>	<u>\$ 399,888</u>	<u>\$ 6,283,615</u>	<u>\$ 765,019</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(10) **Long-Term Debt:** (Continued)

(j) **Change in long-term liabilities**—Long-term liability activity for the year ended September 30, 2024, was as follows:

	Balance October 1, 2023	Additions	Reductions	Balance September 30, 2024	Due Within One Year
Governmental Activities					
Bonds Payable:					
General Obligation Bonds	\$ 2,160,000	\$ -	\$ 285,000	\$ 1,875,000	\$ 290,000
Capital Improvement Notes	151,000	2,500,000	151,000	2,500,000	205,000
Financed purchases	888,033	1,642,125	156,251	2,373,907	113,616
Claims and judgments	3,115,366	1,127,293	1,527,309	2,715,350	-
Compensated absences	2,247,464	1,634,434	1,612,276	2,269,622	1,304,771
Governmental Activities - Long-term liabilities	<u>\$ 8,561,863</u>	<u>\$ 6,903,852</u>	<u>\$ 3,731,836</u>	<u>\$ 11,733,879</u>	<u>\$ 2,607,839</u>
Business-Type Activities					
Bonds Payable					
Revenue Bonds	\$ 13,421,000	\$ 13,000,000	\$ 3,018,000	\$ 23,403,000	\$ 3,117,000
Loans Payable					
State Revolving Fund	<u>7,018,790</u>	<u>-</u>	<u>735,174</u>	<u>6,283,615</u>	<u>757,036</u>
Total bonds and loans payable	20,439,790	13,000,000	3,753,174	29,686,615	3,874,036
Landfill closure	592,725	-	66,385	526,340	87,723
Compensated absences	377,965	440,640	336,897	481,708	269,599
Business-Type Activities - Long-term liabilities	<u>\$ 21,410,480</u>	<u>\$ 13,440,640</u>	<u>\$ 4,218,623</u>	<u>\$ 30,694,663</u>	<u>\$ 4,231,358</u>

Compensated absences are recorded in the government-wide financial statements as noncurrent liabilities. As employees leave employment with the City, the balance of compensated absences become due and payable if certain standard employment-departure conditions are met. Compensated absences are liquidated by the General, Stormwater Drainage and Municipal Airport Funds. Claims and judgments and other post-employment benefits are liquidated by the General Fund.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(11) Self-Insurance:

The City's Consolidated Insurance Fund (an internal service fund) accounts for the general liability and workers' compensation insurance program.

The City is self-insured for general liability claims and for workers' compensation. The City maintains a blanket buildings and contents policy covering losses to City structures and has obtained excess insurance coverage for workers' compensation. The City has self-retention for each workers' compensation claim up to \$350,000 and excess insurance up to \$1 million.

Section 768.28 of the Florida Statutes establishes that the City is liable for tort claims in the same manner and to the same extent as a private individual under like circumstances, but liability shall not include punitive damages or interest for the period before judgment. Section 768.28 of the Florida Statutes also provides limited liability for tort claims against the state and its agencies and subdivisions. Under the provisions of this law, the City's liability is limited to \$200,000 per claim or judgment by any one person or \$300,000 per claim or judgment for any occurrence. Any portion of a judgment which exceeds these amounts may be reported to the State Legislature, but may be paid in part or in whole only by further act of the State Legislature.

All funds of the City participate in the program and make payments to the fund based on estimates of the amounts needed to pay prior and current year claims and to establish a reserve for catastrophic losses. As of September 30, 2024, the estimates are based on an actuarial analysis of the City's self-insurance program. At September 30, 2024, the claims liability was approximately \$2,715,000. The claims liability estimates were discounted to present value using an assumed discount rate of 4.0% per annum. Because of uncertainties in the estimation process, it is at least reasonably possible that management's estimate of the claims' liability will change in the near term and could be material to the financial statements.

Changes in the claims' liability for the past five years are as follows:

	Balance at Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	Balance at End of Fiscal Year
2020	\$ 2,082,000	\$ 1,332,000	\$ (1,032,000)	\$ 2,382,000
2021	2,382,000	1,166,000	(1,144,000)	2,404,000
2022	2,404,000	1,704,586	(1,335,586)	2,773,000
2023	2,773,000	1,027,578	(685,212)	3,115,000
2024	3,115,000	1,634,434	(1,612,276)	2,715,000

(a) **Litigation**—Various suits and claims arising in the ordinary course of the City's operations are pending against the City. At September 30, 2024, management has estimated these suits and claims to have an immaterial effect on the City's financial statements. At September 30, 2024, certain other suits are indeterminable as to the probability or estimability of the potential liability to the City.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:**

(a) **Defined Benefit Pension Plans**

Description of the Plans

Municipal Firefighters' Retirement Trust Fund—The Municipal Firefighters' Retirement Trust Fund is a single-employer defined benefit public employee retirement systems and contains the assets of the fire pension plan. The funding methods and determination of benefits payable are provided in the various acts of the Florida Legislature, which created the funds, including subsequent amendments thereto. The statutes provide, in general, that funds are to be accumulated from employee contributions, city contributions, state appropriations and income from investment of accumulated funds. The act also provides that, should the accumulated funds at any time be insufficient to meet and pay the benefits due, the City shall supplement the fund by an appropriation from current funds, or from any revenues which may lawfully be used for said purposes in an amount sufficient to make up the deficiency. The investments of the funds are administered, managed and operated by their respective Boards of Trustees using the services of the Finance Department and Regions Bank. The Board of trustees consists of two commission appointees, two members of the Department elected by the membership and a fifth member elected by the other four and appointed by Commission. Investments are reported at fair value.

All full-time employees who are classified as full-time firefighters shall participate in the Municipal Firefighters' Retirement System upon employment with the City. Employees vest for full benefits after 10 years of service and receive the vested portion of the accrued benefit payable at the otherwise normal retirement date.

The plan provides retirement, termination, disability and death benefits. Benefit amounts are calculated based on 3.37% for the Firefighters' Pension System of Average Monthly Earnings (total compensation) for the highest five years times credited service prior to January 1, 2016 and 3.35% for credited service on or after January 1, 2016, if hired prior to May 20, 2014. If hired on or after May 20, 2014, benefit amounts are calculated based on 2.75% for the Firefighters' Pension System of Average Monthly Earnings (total compensation) for the highest five years times credited service. Normal retirement for firefighters hired prior to May 20, 2014 occurs the earlier of age 60, age 55 and 10 years of Credited Service or 20 years of Credited Service regardless of age. Normal retirement for firefighters hired on or after May 20, 2014 occurs the earlier of age 60, age 55 and 10 years of Credited Service or age 52 and 25 years of Credited Service. Eligibility for Early Retirement is permitted for those who have at least 10 years of Credited Service and have reached age 50. The accrued benefit is the same as normal retirement but actuarially reduced 3% per year to reflect early payment. The plan also provides both service and nonservice related disability and death benefits. Service incurred disability is covered from the date of employment, while non-service incurred disability is covered for those who have at least 10 years of credit service. Benefit amount is benefit accrued to date of disability but not less than 42% of Average Monthly Earnings (Service Incurred). Vested pre-pension death benefits include monthly accrued benefit payable to designated beneficiary for 10 years. Non-vested pre-pension death benefits include a refund of the accumulated contributions without interest.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) Retirement Plans: (Continued)

Municipal Police Officers' Retirement Trust Fund—The Municipal Police Officers' Retirement Trust Funds is a single-employer defined benefit public employee retirement system and contains the assets of the police pension plans. The funding methods and determination of benefits payable are provided in the various acts of the Florida Legislature, which created the funds, including subsequent amendments thereto. The statutes provide, in general, that funds are to be accumulated from employee contributions, city contributions, state appropriations and income from investment of accumulated funds. The act also provides that, should the accumulated funds at any time be insufficient to meet and pay the benefits due, the City shall supplement the fund by an appropriation from current funds, or from any revenues which may lawfully be used for said purposes in an amount sufficient to make up the deficiency. The investments of the funds are administered, managed and operated by their respective Boards of Trustees using the services of the Finance Department and Regions Bank. The Board of trustees consists of two commission appointees, two members of the Department elected by the membership and a fifth member elected by the other four and appointed by Council. Investments are reported at fair value.

All full-time employees who are classified as full-time sworn police officers shall participate in the Municipal Police Officers' Retirement System upon employment with the City. Employees vest for full benefits after 10 years of service and receive the vested portion of the accrued benefit payable at the otherwise normal retirement date.

The Plan provides retirement, termination, disability and death benefits. Benefit amounts are calculated based on 3.30%, if hired prior to August 21, 2012, or 2.75%, if hired on or after August 21, 2012, of Average Monthly Earnings, which represents average earnings (total compensation) for the highest five years during the 10 years immediately preceding retirement or termination, times Credited Service or total years and completed months of continuous employment with the City. Normal retirement for officers hired before June 1, 2014 occurs the earlier of age 60, age 55 and 10 years of Credited Service or 20 years of Credited Service. Normal retirement for officers hired on or after June 1, 2014 occurs the earlier of age 55 and 10 years of Credited Service, age 52 and 25 years of Credited Service, or age 60. Eligibility for Early Retirement is permitted for those who have at least 10 years of Credited Service and have reached age 45. The accrued benefit is the same as normal retirement but actuarially reduced by 3% per year to reflect early payment. The plan also provides both service and nonservice related disability and death benefits. Service incurred disability is covered from the date of employment, while non-service incurred disability is covered for those who have at least 10 years of credit service. Benefit amount is benefit accrued to date of disability but not less than 42% of Average Monthly Earnings (Service Incurred). Vested pre-pension death benefits include monthly accrued benefit payable to designated beneficiary for 10 years. Non-vest pre-pension death benefits include a refund of the accumulated contributions without interest. A 1% cost of living adjustment is provided annually beginning the first October 1st following one year of retirement.

General Employees' Trust Fund—The General Employees' Trust Fund is a single-employer defined benefit public employee retirement system and contains the assets of the General Employees' Trust Fund. The General Employees' Trust Fund has an original effective date of November 1, 1969 and an effective date of restatement of April 1, 1979. The funding methods and determination of benefits payable are provided in the various sections of the City's Code of Ordinances, including subsequent amendments thereto. The Code provides, in general, that funds are to be accumulated from employee contributions, City contribution and income from investment of accumulated funds. The investments of the fund are administered, managed and operated by its respective Boards of Trustees using the services of the Finance Department and Regions Bank. The Board of trustees consists of the Finance Director, two representatives appointed by the City Commission and two other city employees' representatives selected by the employees. Investments are reported at fair value.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) Retirement Plans: (Continued)

The General Employees' Trust Fund includes all City employees hired before December 19, 2012, except state certified police and firefighters. Employees became eligible for the plan upon employment by the City, and all eligible employees must participate. Any remaining amount necessary to pay the Normal Cost and fund the accrued, past service liability over 30 years is contributed by the City. Employees vest for full benefits after 5 years of service and receive the vested portion of the accrued benefit payable at the otherwise normal retirement date.

The Plan provides retirement, termination, disability and death benefits. Benefit amounts are calculated based on 2.50% of Average Monthly Earnings, which represents average earnings (base pay excluding overtime and other non-regular payments) during the highest five years, times Credited Service or years and completed months of continuous uninterrupted service with the City. Normal retirement occurs the first of the month coinciding with or following the earlier of age 62 with 5 years of creditable service or when the sum of age and years of service equals 85 but not earlier than age 55. Eligibility for Early Retirement is permitted for those who have at least 5 years of Credited Service and have reached age 60 or when the sum of age and years of service equals 80. The accrued benefit is the same as normal retirement but actuarially reduced by 5% per year to reflect early payment. The plan also provides disability and death benefits. Disability is covered from the date of employment for employees hired before September 1, 1993, while disability is covered for those employees hired on or after September 1, 1993, who have at least 10 years of credit service. Benefit amount is benefit accrued to date of disability. Vested pre-pension death benefits include survivorship annuity computed as though the member retired on the date of death; equivalent alternative forms of benefit may be elected. Non-vested pre-pension death benefits include a refund of accumulated contributions with interest of 4% annually.

Plan membership as of October 1, 2023, the date of the most recent actuarial valuation is as follows:

	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
Inactive plan members or beneficiaries currently receiving benefits	52	188	69
Inactive plan members entitled to but not yet receiving benefits	4	38	13
Active plan members	45	64	66
Total plan membership	<u>101</u>	<u>290</u>	<u>148</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:** (Continued)

Contributions

The participant contribution rates are established by and may be amended by the City Commission. Participant contribution rates for the Municipal Firefighters' Retirement Trust Fund, General Employees' Trust Fund and Municipal Police Officers' Retirement Trust Fund are 8.6%, 4.0% and 9.0%, respectively, of covered payroll. The City's annual required contribution for the current year was determined as part of the October 1, 2022 actuarial valuations. The City is required under the Florida Protection of Public Employee Retirement benefits Act to meet required contribution amounts. The City's contributions (and, if applicable, any liquidations of a net pension obligation) to the Municipal Firefighters' Retirement Trust Fund and Municipal Police Officers' Retirement Trust Fund are funded by the General Fund, while the General Employees' Trust Fund contributions are funded by the General Fund and various other governmental and enterprise funds.

The State of Florida also makes contributions to the Municipal Firefighters' Retirement Trust Fund and Municipal Police Officers' Retirement Trust Fund in accordance with Chapter 175 and Chapter 185 of the Florida Statutes as amended by the State Legislature. This contribution by the State of Florida is first recognized as revenue in the Pension Contribution Pass-Through Fund before being transferred to the Pension Funds. The City's actual annual contribution for each plan is determined by subtracting estimated employee contributions and actual State of Florida contributions from the total annual required contribution as determined by the actuary.

Contributions to the City's pension plans for the year ended September 30, 2024, were as follows:

	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund	Total
Employee contributions	\$ 321,412	\$ 183,750	\$ 482,243	\$ 987,405
City contributions	1,530,259	799,313	1,920,601	4,250,173
State contributions	552,143	-	581,160	1,133,303
Total contributions	<u>\$ 2,403,814</u>	<u>\$ 983,063</u>	<u>\$ 2,984,004</u>	<u>\$ 6,370,881</u>

Costs incurred by each of the plans for administration of the plans, which includes legal and actuarial fees, trustee fees and investment advisory fees, are borne by the respective retirement plans and are included in the actuarial analysis of the required funding amounts.

Net Pension Liability

The City's net pension liability was measured as of September 30, 2024. The total pension liability used to calculate the net pension liability was determined as of that date. The components on the net pension liability of the pension plans at September 30, 2024, were as follows:

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:** (Continued)

	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund	Total
Total pension liability	\$ 46,509,957	\$ 64,782,102	\$ 57,536,203	\$ 168,828,262
Plan fiduciary net position	(42,235,581)	(61,088,129)	(50,335,981)	\$ (153,659,691)
Net pension liability	<u>\$ 4,274,376</u>	<u>\$ 3,693,973</u>	<u>\$ 7,200,222</u>	<u>\$ 15,168,571</u>

Plan fiduciary net position as percentage of total pension liability	90.81%	94.30%	87.49%	91.02%
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Actuarial assumptions:

The total pension liability was determined by an actuarial valuation as of October 1, 2023, updated to September 30, 2024, using the following actuarial assumptions to all measurement periods:

	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
Inflation	2.50%	2.50%	2.50%
Salary increases	Service based	4.00%	Service based
Discount rate	7.00%	6.75%	6.75%
Investment rate of return	7.00%	6.75%	6.75%

Mortality rates for the Municipal Firefighters' Retirement Fund were based on the PubG.H-2010 General Mortality and PubS.H-2010 Safety Mortality Tables set forward one year. Mortality rates for the General Employees' Trust Fund were based on the PubG.H-2010 General Mortality and PubS.H-2010 Safety Mortality Tables set back one year for males. Disability lives are set forward three years. Mortality rates for the Municipal Police Officers' Retirement Fund were based on the PubG.H-2010 General Mortality and PubS.H-2010 Safety Mortality Tables set forward one year. The actuarial assumptions used in the October 1, 2021 valuation were based on the results of an actuarial experience study performed on August 12, 2020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:** (Continued)

Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2024, are summarized in the following table:

	Long-Term Expected Real Rate of Return		
	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
Domestic equity	5.44%	5.45%	5.45%
International equity	4.10%	4.10%	4.10%
Fixed income	1.18%	1.18%	1.18%
MLP/Energy			
infrastructure	3.33%	-	-
Private equity/credit	8.45%	-	-
Private Real Estate	3.65%	3.75%	3.65%

Discount rate:

The discount rate used to measure the total pension liability was 7.00% for the Municipal Firefighters' Retirement Fund and 6.75% for the General Employees' Trust Fund and the Municipal Police Officers' Retirement Fund. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and sponsor contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine total pension liability.

Changes in Net Pension Liability

Changes in each plan's net pension liability were as follows:

	Municipal Firefighters' Retirement Fund		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a) - (b)
Balances at September 30, 2023	\$ 44,487,024	\$ 35,715,205	\$ 8,771,819
Changes for a year:			
Service cost	668,230	-	668,230
Interest	3,074,673	-	3,074,673
Share Plan Allocation	101,604	-	101,604
Differences between expected and actual experience	641,136	-	641,136
Contributions – employer	-	1,530,259	(1,530,259)
Contributions – state	-	552,143	(552,143)
Contributions – employee	-	321,413	(321,413)
Net investment income	-	6,644,203	(6,644,203)
Benefit payments, including refunds of employee contributions	(2,462,710)	(2,462,710)	-
Administrative expense	-	(64,932)	64,932
Net changes	\$ 2,022,933	\$ 6,520,376	\$ (4,497,443)
Balances at September 30, 2024	\$ 46,509,957	\$ 42,235,581	\$ 4,274,376

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:** (Continued)

	General Employees' Trust Fund		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a) - (b)
Balances at September 30, 2023	\$ 63,043,415	\$ 53,599,298	\$ 9,444,117
Changes for a year:			
Service cost	653,621	-	653,621
Interest	4,173,033	-	4,173,033
Differences between expected and actual experience	660,697	-	660,697
Contributions – employer	-	786,484	(786,484)
Contributions – employee	-	183,750	(183,750)
Net investment income	-	10,313,827	(10,313,827)
Benefit payments, including refunds of employee contributions	(3,748,664)	(3,748,664)	-
Administrative expense	-	(46,566)	46,566
Net changes	<u>\$ 1,738,687</u>	<u>\$ 7,488,831</u>	<u>\$ (5,750,144)</u>
Balances at September 30, 2024	<u>\$ 64,782,102</u>	<u>\$ 61,088,129</u>	<u>\$ 3,693,973</u>

	Municipal Police Officer's Retirement Fund		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a) - (b)
Balances at September 30, 2023	\$ 54,545,811	\$ 42,272,842	\$ 12,272,969
Changes for a year:			
Service cost	1,095,773	-	1,095,773
Interest	3,659,529	-	3,659,529
Share Plan Allocation	147,080	-	147,080
Changes of benefit terms	42,989	-	42,989
Differences between expected and actual experience	897,692	-	897,692
Contributions – employer	-	1,820,547	(1,820,547)
Contributions – state	-	581,160	(581,160)
Contributions – employee	-	482,243	(482,243)
Net investment income	-	8,080,037	(8,080,037)
Benefit payments, including refunds of employee contributions	(2,852,671)	(2,852,671)	-
Administrative expense	-	(48,177)	48,177
Net changes	<u>\$ 2,990,392</u>	<u>\$ 8,063,139</u>	<u>\$ (5,072,747)</u>
Balances at September 30, 2024	<u>\$ 57,536,203</u>	<u>\$ 50,335,981</u>	<u>\$ 7,200,222</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:** (Continued)

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the net pension liability of the City calculated using the actual discount rates as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rates:

<u>City's Net Pension Liability</u>	<u>Current Rate</u>	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
Municipal Firefighters' Retirement Fund	7.00%	\$ 9,260,366	\$ 4,274,376	\$ 116,011
General Employees' Trust Fund	6.75%	10,445,708	3,693,973	(2,016,547)
Municipal Police Officers' Retirement Fund	6.75%	14,238,500	7,200,222	1,397,322
Total		<u>\$ 33,944,574</u>	<u>\$ 15,168,571</u>	<u>\$ (503,214)</u>

For the year ended September 30, 2024, the annual money-weighted rate of return on each pension plan investments, net of pension plan investment expense was as follows:

	<u>Municipal Firefighters' Retirement Fund</u>	<u>General Employees' Trust Fund</u>	<u>Municipal Police Officers' Retirement Fund</u>
Annual money-weighted rate of return	18.84%	19.70%	19.23%

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2024, the City recognized pension expense (income) of \$1,304,693 \$844,371 and \$1,429,988 related to the Firefighters, General Employees and Police Officers pension plans, respectively, for a total net expense (income) of \$3,579,052.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:** (Continued)

At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Municipal Firefighters' Retirement Fund		General Employees' Trust Fund		Municipal Police Officers' Retirement Fund	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experiences	\$ 1,112,688	\$ -	\$ 330,349	\$ -	\$ 1,073,206	\$ 72,154
Changes of assumptions	-	-	-	-	-	2,601,462
Net difference between projected and actual earnings	-	1,882,623	-	3,429,462	-	-
Total	<u>\$ 1,112,688</u>	<u>\$ 1,882,623</u>	<u>\$ 330,349</u>	<u>\$ 3,429,462</u>	<u>\$ 1,073,206</u>	<u>\$ 2,673,616</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
2025	\$ 265,053	\$ (379,060)	\$ (72,766)
2026	850,698	655,102	800,173
2027	(1,055,991)	(2,016,911)	(1,282,379)
2028	(829,695)	(1,358,244)	(1,045,438)
2029	-	-	-
Thereafter	-	-	-

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:** (Continued)

Pension fund financial statements—

No standalone financial reports exist for these pension plans. All financial activity is reported within the accompanying statement of fiduciary net position. Combining financial statements for the fiduciary funds statement of fiduciary net position is as follows:

	<u>Fire Pension</u>	<u>General Pension</u>	<u>Police Pension</u>	<u>Total</u>
ASSETS				
Cash and cash equivalents with trustee	\$ 1,788,204	\$ 549,772	\$ 1,051,581	\$ 3,389,557
Total cash and cash equivalents	<u>1,788,204</u>	<u>549,772</u>	<u>1,051,581</u>	<u>3,389,557</u>
Receivables:				
Due from other funds	117,540	134	286,333	404,007
State premium taxes	194,065	-	-	194,065
Interest and dividends receivable	58,408	143,408	71,382	273,198
Total receivables	<u>370,013</u>	<u>143,542</u>	<u>357,715</u>	<u>871,270</u>
Investments, at fair value:				
U.S. Government securities	7,225,256	10,282,603	9,946,033	27,453,892
Mortgage-backed securities	2,666,012	7,048,124	3,756,256	13,470,392
Corporate bonds	494,389	1,019,875	707,759	2,222,023
Corporate stocks	21,889,849	30,694,585	27,607,254	80,191,688
Foreign stocks	6,362,422	8,935,972	5,242,505	20,540,899
Real Estate	1,439,435	2,466,997	1,668,605	5,575,037
Total investments	<u>40,077,363</u>	<u>60,448,156</u>	<u>48,928,412</u>	<u>149,453,931</u>
Total assets	<u>\$ 42,235,580</u>	<u>\$ 61,141,470</u>	<u>\$ 50,337,708</u>	<u>\$ 153,714,758</u>
LIABILITIES				
Accounts payable	\$ -	\$ 53,340	\$ 1,728	\$ 55,068
Due to other funds	-	349	-	349
Total liabilities	<u>\$ -</u>	<u>\$ 53,689</u>	<u>\$ 1,728</u>	<u>\$ 55,417</u>
NET POSITION				
Restricted for pensions	<u>\$ 42,235,580</u>	<u>\$ 61,087,781</u>	<u>\$ 50,335,980</u>	<u>\$ 153,659,341</u>

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) Retirement Plans: (Continued)

Combining financial statements for the fiduciary funds statement of changes in fiduciary net position is as follows:

	<u>Fire Pension</u>	<u>General Pension</u>	<u>Police Pension</u>	<u>Total</u>
Additions				
Contributions:				
Employer	\$ 1,530,259	\$ 799,313	\$ 1,920,601	\$ 4,250,173
Plan members	321,412	183,750	482,243	987,405
State - insurance premium taxes	552,143	-	581,160	1,133,303
Total contributions	<u>2,403,814</u>	<u>983,063</u>	<u>2,984,004</u>	<u>6,370,881</u>
Investment earnings:				
Net appreciation (depreciation) in fair value of investments	5,835,754	9,104,065	7,183,049	22,122,868
Interest and dividends	954,286	1,437,351	1,090,069	3,481,706
Total investment earnings	<u>6,790,040</u>	<u>10,541,416</u>	<u>8,273,118</u>	<u>25,604,574</u>
Less: investment expense	<u>(145,837)</u>	<u>(228,588)</u>	<u>(193,141)</u>	<u>(567,566)</u>
Net investment income (loss)	<u>6,644,203</u>	<u>10,312,828</u>	<u>8,079,977</u>	<u>25,037,008</u>
Total additions	<u>9,048,017</u>	<u>11,295,891</u>	<u>11,063,981</u>	<u>31,407,889</u>
Deductions				
Benefit payments	2,450,220	4,109,974	2,798,061	9,358,255
Refunds	12,491	(361,310)	54,611	(294,208)
Administrative expenses	64,932	45,566	48,117	158,615
Total deductions	<u>2,527,643</u>	<u>3,794,230</u>	<u>2,900,789</u>	<u>9,222,662</u>
Change in net position	<u>6,520,374</u>	<u>7,501,661</u>	<u>8,163,192</u>	<u>22,185,227</u>
Net position restricted for pensions, beginning of year	35,715,206	53,586,120	42,172,788	131,474,114
Net position restricted for pensions, end of year	<u>\$ 42,235,580</u>	<u>\$ 61,087,781</u>	<u>\$ 50,335,980</u>	<u>\$153,659,341</u>

(1) Significant Accounting Policies

(a) *Basis of Accounting*—City of Ormond Beach’s financial statements for the three pension funds are prepared using the accrual basis of accounting for Trust Funds. Employer and plan member contributions, benefits and refunds are recognized in the period that each are due and payable in accordance with the terms of the plan.

(b) *Method Used to Value Investments*—Investments in the three plan funds are reported at fair value according to the independent custodian for each plan using various third-party pricing sources. Short-term investments are reported at cost, which approximates fair value.

(c) *Contribution Requirements and Contributions Made*—Florida Legislature, City Commission and each Pension Board govern the City and employee contribution requirements for all three plans. The City’s contribution to the three plans is an actuarially determined periodic amount that increases gradually over time so that sufficient assets will be available to pay benefits when due. The City receives contributions from the state for the Municipal Firefighter and Municipal Police Officers Retirement plans, which are accounted for as part of the total required employer contributions and reduce the amounts due from the City.

(d) *Administrative costs*—The costs of administering the pension plans are funded by the respective plan through the investment earnings of each plan.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:** (Continued)

(2) **Investments**

(i) *Investment Policy:*

The following was each Board's adopted targeted asset allocation policy as of September 30, 2024:

Asset Class	Target Allocation		
	Municipal Firefighters' Retirement Fund	General Employees' Trust Fund	Municipal Police Officers' Retirement Fund
Domestic equity	50.00%	55.00%	55.00%
International equity	10.00%	10.00%	10.00%
Fixed income	20.00%	30.00%	30.00%
Private Real Estate	10.00%	5.00%	5.00%
MLP/Energy Infrastructure	5.00%	-	-
Private Equity/Credit	5.00%	-	-
Total	100.00%	100.00%	100.00%

(ii) *Concentrations:*

Each plan did not hold investments in any one organization that represented 5 percent or more of the Pension Plan's fiduciary net position.

(iii) *Related party transactions:*

There were no City securities which were included in the assets of the Municipal Firefighters' Retirement Trust Fund, the Municipal Police Officers' Retirement Trust Fund or the General Employees' Trust Fund.

(3) **Deferred Retirement Option Programs**

(i) *Municipal Firefighters' Retirement Trust Fund*

Firefighters, hired before May 20, 2014, who have reached normal retirement age, are eligible to participate in the Deferred Retirement Option Program (DROP). Upon electing to participate in the DROP, members are considered to have retired for purposes of the pension plan, but continue to remain active employees of the City. The member's normal retirement benefit is calculated as if the member had actually retired on the date of DROP participation. Instead of paying the benefit to the member, a DROP account is established and the benefit is deposited in the account each month. These deposits continue to accumulate investment earnings during the remainder of the member's employment with the City. Maximum duration of DROP participation is 60 months, or the date on which the member completes 35 years of service, if earlier. The rate of return for members who enter the DROP prior to May 20, 2014 is at the participant's election, either 6.5% annually or actual net rate of investment return (total return net of brokerage commissions, transaction costs and management fees) credited each fiscal quarter. The rate of return for members who enter the DROP on or after May 20, 2014 is the actual net rate of investment return but not less than zero. Upon termination of employment, members shall receive their normal retirement benefits monthly and receive their funds from the DROP account in a lump sum distribution.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:** (Continued)

Firefighters who have reached normal retirement age may elect to retroactively enter the DROP, considered BAC-DROP. The BAC-DROP period will not exceed 60 months, or the date on which the member completes 35 years of service. The rate of return is actual net rate of investment return but not less than zero.

At September 30, 2024, there was one DROP participant with a total balance of \$347,868.

(ii) *General Employees' Trust Fund*

General employees who have reached normal retirement age are eligible to participate in the Deferred Retirement Option Program (DROP). Upon electing to participate in the DROP, members are considered to have retired for purposes of the pension plan, but continue to remain active employees of the City. The member's normal retirement benefit is calculated as if the member had actually retired on the date of DROP participation. Instead of paying the benefit to the member, a DROP account is established and the benefit is deposited in the account each month. These deposits continue to accumulate investment earnings during the remainder of the member's employment with the City. Maximum duration of DROP participation is 36 months. The rate of return is at the participant's election. For members who enter the DROP prior to December 19, 2012, the rate of return election is either 6.5% annually or actual net rate of investment return (total return net of brokerage commissions, transaction costs and management fees) credited each fiscal quarter. The member may elect to change the form of return once during the period of DROP Participation. For members who enter the DROP on or after December 19, 2012, the rate of return is the actual net rate of investment return but not less than zero. Upon termination of employment, members shall receive their normal retirement benefits monthly and receive their funds from the DROP account in a lump sum distribution.

At September 30, 2024, there were six DROP participants with a total balance of \$380,055.

(iii) *Municipal Police Officers' Retirement Trust Fund*

Police Officers, hired before August 21, 2012, who have reached normal retirement age, are eligible to participate in the Deferred Retirement Option Program (DROP). Police officers hired on or after August 21, 2012 are not eligible. Upon electing to participate in the DROP, members are considered to have retired for purposes of the pension plan, but continue to remain active employees of the City. The member's normal retirement benefit is calculated as if the member had actually retired on the date of DROP participation. Instead of paying the benefit to the member, a DROP account is established and the benefit is deposited in the account each month. These deposits continue to accumulate investment earnings during the remainder of the member's employment with the City. Maximum duration of DROP participation is 60 months, or the date on which the member completes 30 years of service, if earlier. The rate of return is at the participant's election, either 6.5% annually for members who enter the DROP prior to August 21, 2012, 2.0% annually for member who enter the DROP on or after August 21, 2012, or actual net rate of investment return (total return net of brokerage commissions, transaction costs and management fees) credited each fiscal quarter. Upon termination of employment, members shall receive their normal retirement benefits monthly and receive their funds from the DROP account in a lump sum distribution.

At September 30, 2024, there was one DROP participant with a total balance of \$186,710.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(12) **Retirement Plans:** (Continued)

(b) **Defined Contribution Plans**

On January 8, 2013, the City Commission approved Resolution 2012-46 that established a money purchase plan and trust to be known as the City of Ormond Beach Defined Contribution Plan in the form of the International City Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust effective January 1, 2013. The plan is available for all full-time general employees hired on or after December 19, 2012. The City shall contribute on behalf of each participant such percentages or amounts as are specified in the adoption agreement for such plan, or as otherwise authorized by the City Commission, which is currently 6% of earnings. Mandatory participant contributions are not required to be eligible for the City's contribution. Normal retirement age is 62 and a participant becomes fully vested after five years of service. For the year ended September 30, 2024, actual City contributions to this plan totaled \$709,146.

Although the defined contribution plan was authorized and established by the City, it is monitored and maintained by employees. Benefits are paid directly to employees from the ICMA-RC with no contingent liability belonging to the City. As such these assets are not presented in these financial statements.

(13) **Other Post-Employment Benefits (OPEB):**

Plan Description—Effective October 1, 2016, the City implemented GASB Statement No. 75, *Accounting and Reporting for Post-Employment Benefits Other Than Pensions*, for certain post-employment healthcare benefits provided by the City. The City elected to implement the requirements of this statement prospectively. No assets are held in trust for payment of the OPEB liability as the City had no OPEB liability other than as arising from the implicit rate subsidy, as discussed in the following paragraph.

Retirees and their dependents are permitted to remain covered under the City's respective health care plans as long as they pay a full premium applicable to the coverage elected. This conforms to the minimum required of Florida governmental employers per Chapter 112.08, Florida Statutes. The Other Post-Employment Benefit Plan does not issue a stand-alone report.

Benefits Provided—The Other Post Employment Benefit Plan is a single-employer benefit plan administered by the City. Retirees are charged whatever the insurance company charges for the type of coverage elected, however, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. The older retirees actually have a higher cost which means the City is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of the premium on behalf of the active employee. GASB No. 75 calls this the "implicit rate subsidy."

Plan Membership—At October 1, 2022, the date of the latest actuarial valuation, plan participation consisted of the following:

Active Employees	325
Inactive Employees	14
	339

Total OPEB Liability—The City's total OPEB liability of \$4,570,021 was measured as of September 30, 2024, and was determined by an actuarial measurement as of that date.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(13) Other Post-Employment Benefits (OPEB): (Continued)

Actuarial Assumptions and Other Inputs—The total OPEB liability per the September 30, 2024, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods in the measurement, unless otherwise specified:

Inflation	3.00%
Salary increases	4.00%
Discount rate	4.87%
Healthcare cost trend rate	6.50%
	Ultimate rate reached in 2039 4.50%
Retirees' share of benefit-related costs	100.00%

The City does not have a dedicated Trust to pay retiree healthcare benefits. The discount rate was based on the S&P Municipal Bond 20 Year High Grade Rate Index as of September 30, 2023.

Mortality rates were based on the PubG.H-2010 General Mortality and PubS.H-2010 Safety Mortality Tables.

Changes in the OPEB liability for the fiscal year ended September 30, 2024, were as follows:

	Total OPEB Liability
Balance at September 30, 2023	\$ 4,046,742
Changes for a year:	
Service cost	246,786
Interest	190,962
Differences between expected and actual experience	-
Changes of assumptions and other inputs	336,612
Benefit payments – implicit rate subsidy	(251,082)
Net changes	523,279
Balance at September 30, 2024	\$ 4,570,021

Sensitivity of the total OPEB liability to changes in the discount rate:

The following presents the total OPEB liability of the City calculated using the discount rate of 4.06%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

	Current Rate	1% Decrease	Current Discount Rate	1% Increase
Total OPEB Liability	4.06%	\$ 5,034,164	\$ 4,570,021	\$ 4,171,099

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(13) Other Post-Employment Benefits (OPEB): (Continued)

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rate:

The following presents the total OPEB liability of the City as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower and 1% higher than the current healthcare cost trend rates (6.50% decreasing to 5.50%):

	<u>1% Decrease</u>	<u>Current Trend Rates</u>	<u>1% Increase</u>
Total OPEB Liability	\$ 4,125,589	\$ 4,570,021	\$ 5,091,164

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended September 30, 2024; the City recognized OPEB expense of \$84,190. At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 68,860	\$ 203,416
Changes of assumptions	736,103	1,815,156
Total	<u>\$ 804,963</u>	<u>\$ 2,018,572</u>

Amounts reported as deferred (outflows) of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

2025	\$(306,800)
2026	(277,189)
2027	(315,234)
2028	(203,725)
2029	(94,110)
Thereafter	(16,551)

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(14) Landfill Closure and Post-Closure Care Costs:

The City is required to recognize a liability equal to the estimated total current cost of closure and post closure care for its landfill. The City's landfill was certified closed during the 2000 fiscal year. The City has conducted studies to determine the costs of providing long-term care for its landfill. The results of these studies are reviewed by the Florida Department of Environmental Protection (FDEP).

The City's cost estimate is approximately \$526,340 to provide long-term care for a period of 7 years. These cost estimates may change due to inflation or deflation, or changes in applicable laws or regulations.

The City is required by the State of Florida to make an annual contribution, if necessary, to a trust fund to finance closure costs. The City is in compliance with these requirements, and, as of September 30, 2024, cash and investments of approximately \$120,805 are held in the trust fund for these purposes. These are reported as restricted assets on the statement of net position. The City is funding these costs with additional service fees generated from the City's sanitation contractor.

(15) Contingencies:

Amounts received or receivable from granting agencies are subject to audit and adjustments by grantor agencies, principally the federal and state government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. It is management's opinion that there are no significant liabilities relating to these grants.

The City is a defendant in various lawsuits at September 30, 2024. The estimated liability for probable losses, as a result of the lawsuits, was determined based on advice from legal counsel after consideration of insurance coverage and, in certain instances, the Florida statutory limitations of government liability, and is included in the estimated liability for self-insurance claims in the internal service fund. Although the ultimate outcome of these lawsuits is not presently determinable, it is the opinion of management, based on advice from legal counsel, that the amount of losses resulting from the above litigation in excess of the amount accrued as of September 30, 2024, would not have a material adverse effect on the financial position of the City.

(16) Fund Deficits:

The Municipal Airport Fund deficit of \$826,744 represents the cumulative costs associated with capital improvements and the excess of operating expenses over revenues. This deficit is to be funded by future airport lease revenues.

The Internal Service Fund deficit of \$168,158 represents the cumulative costs associated with claims in excess of revenues. This deficit is to be funded by future internal service charges.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(17) Recent Accounting Pronouncements:

GASB has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the City's financial statements:

- (a) GASB issued Statement No. 101, *Compensated Absences*, in June 2022. GASB Statement No. 101 amends the existing guidance related to the calculation and disclosures surrounding the liability for compensated absences. The provisions for GASB 101 are effective for fiscal years beginning after December 15, 2023.
- (b) GASB issued Statement No. 102, *Certain Risk Disclosures*, in December 2023. GASB Statement No. 102 amends GASB Statement No. 62 regarding the disclosure of a government's vulnerability to risks related to certain concentrations and constraints that limit its ability to acquire resources or control spending. The provisions for GASB 102 are effective for fiscal years beginning after June 15, 2024.
- (c) GASB issued Statement No. 103, *Financial Reporting Model Improvements*, in April 2024. The objective of GASB 103 is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. The effective date for implementation is fiscal years beginning after June 15, 2025, and all reporting periods thereafter.
- (d) GASB issued Statement No. 104, *Disclosure of Certain Capital Assets*, in September 2024. GASB Statement No. 104 requires governments to disclose separate information about specific types of capital assets and establishes criteria for identifying and reporting capital assets held for sale. The objective of GASB 104 is to enhance transparency and improve the usefulness of financial statements for stakeholders by providing more detailed information on these assets. The provisions are effective for fiscal years beginning after June 15, 2025.

Required Supplementary Information

CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB LIABILITY
AND RELATED RATIOS
SEPTEMBER 30, 2024

	<u>9/30/2024</u>	<u>9/30/2023</u>	<u>9/30/2022</u>	<u>9/30/2021</u>	<u>9/30/2020</u>	<u>9/30/2019</u>
Total OPEB Liability						
Service cost	\$ 246,786	\$ 220,728	\$ 281,648	\$ 286,643	\$ 404,929	\$ 321,664
Interest	190,962	225,184	137,342	125,429	169,995	200,337
Differences between expected and actual experience	-	93,560	-	(315,663)	-	(686,416)
Changes of assumptions	336,612	(1,150,958)	(1,132,375)	(65,905)	740,388	(308,486)
Benefit payments - implicit rate subsidy	(251,082)	(125,201)	(310,260)	(169,194)	(270,234)	(227,151)
Other changes	-	-	-	-	2,099	(18,692)
Net change in total OPEB liability	523,278	(736,687)	(1,023,645)	(138,690)	1,047,177	(718,744)
Total OPEB liability – beginning	4,046,742	4,783,429	5,807,074	5,945,764	4,898,587	5,617,331
Total OPEB liability – ending	<u>\$ 4,570,020</u>	<u>\$ 4,046,742</u>	<u>\$ 4,783,429</u>	<u>\$ 5,807,074</u>	<u>\$ 5,945,764</u>	<u>\$ 4,898,587</u>
 Covered-employee payroll	 \$ 15,824,172	 \$ 18,399,611	 \$ 16,175,755	 \$ 15,650,780	 \$ 15,650,780	 \$ 14,541,516
 Total OPEB liability as a percentage of covered-employee payroll	 28.88%	 21.99%	 29.57%	 37.10%	 37.99%	 33.69%

Notes to Schedule:

Valuation Date:	10/1/2022	10/1/2022	10/1/2020	10/1/2020	10/1/2018	10/1/2018
Measurement Date:	9/30/2023	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019

Changes of assumptions. Changes of assumptions and other changes reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

Discount rate	4.06%	4.87%	4.77%	2.43%	2.14%	3.58%
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Note: There are no assets accumulated in a trust to pay related benefits for the OPEB plan.

*10 years of data will be presented as it becomes available.

CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
MUNICIPAL FIREFIGHTERS' RETIREMENT FUND
SEPTEMBER 30, 2024

	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Total Pension Liability										
Service cost	\$ 668,230	\$ 539,421	\$ 497,968	\$ 592,318	\$ 821,243	\$ 738,014	\$ 746,315	\$ 774,341	\$ 774,684	\$ 752,997
Interest	3,074,673	2,940,919	2,839,801	2,802,976	2,782,272	2,747,983	2,665,608	2,585,449	2,423,187	2,324,601
Change in excess state money	-	-	-	-	-	-	-	-	(334,809)	-
Share Plan Allocation	101,604	77,806	7,912	-	-	-	-	-	167,405	-
Change in benefit terms	-	-	-	-	23,024	(1,370)	-	-	15,264	25,989
Differences between expected and actual experience	641,136	845,634	836,070	(12,697)	(42,666)	(553,062)	234,661	(393,273)	(137,955)	41,476
Changes of assumptions	-	-	-	-	(623,088)	-	-	-	907,766	-
Contributions – buy back	-	-	-	-	-	-	-	-	17,004	1,440
Benefit payments, including refunds of employee	(2,462,710)	(2,780,939)	(2,776,377)	(2,747,962)	(2,078,160)	(3,020,533)	(1,899,742)	(1,686,978)	(1,980,448)	(1,517,760)
Net change in total pension liability	2,022,933	1,622,841	1,405,374	634,635	882,625	(88,968)	1,746,842	1,279,539	1,852,098	1,628,743
Total pension liability – beginning	44,487,024	42,864,183	41,458,809	40,824,174	39,941,549	40,030,517	38,283,675	37,004,136	35,152,038	33,523,295
Total pension liability – ending (a)	<u>\$ 46,509,957</u>	<u>\$ 44,487,024</u>	<u>\$ 42,864,183</u>	<u>\$ 41,458,809</u>	<u>\$ 40,824,174</u>	<u>\$ 39,941,549</u>	<u>\$ 40,030,517</u>	<u>\$ 38,283,675</u>	<u>\$ 37,004,136</u>	<u>#####</u>
Total Fiduciary Net Position										
Contributions – employer	\$ 1,530,259	\$ 1,349,969	\$ 1,344,196	\$ 1,286,097	\$ 1,520,496	\$ 1,302,755	\$ 1,091,401	\$ 1,145,249	\$ 1,240,944	\$ 1,136,074
Contributions – state	552,143	504,547	364,757	346,347	259,354	306,260	294,761	305,774	338,237	358,368
Contributions – employee	321,413	309,933	300,189	276,865	246,353	227,921	203,207	212,345	217,818	214,220
Contributions – buy back	-	-	-	-	-	-	-	-	17,004	1,440
Net investment income	6,644,203	4,164,734	(5,787,449)	6,282,653	2,422,523	920,527	3,111,280	3,046,484	2,035,686	(399,103)
Benefit payments, including refunds of employee	(2,462,710)	(2,780,939)	(2,776,377)	(2,747,962)	(2,078,160)	(3,020,533)	(1,899,742)	(1,686,978)	(1,980,448)	(1,517,760)
Administrative expense	(64,932)	(49,269)	(52,598)	(60,703)	(58,391)	(42,907)	(50,480)	(46,596)	(48,958)	(40,034)
Net change in plan fiduciary net position	6,520,376	3,498,975	(6,607,282)	5,383,297	2,312,175	(305,977)	2,750,427	2,976,278	1,820,283	(246,795)
Plan fiduciary net position – beginning	35,715,205	32,216,230	38,823,512	33,440,215	31,128,040	31,434,017	28,683,590	25,707,312	23,887,029	24,133,824
Plan fiduciary net position – ending (b)	<u>\$ 42,235,581</u>	<u>\$ 35,715,205</u>	<u>\$ 32,216,230</u>	<u>\$ 38,823,512</u>	<u>\$ 33,440,215</u>	<u>\$ 31,128,040</u>	<u>\$ 31,434,017</u>	<u>\$ 28,683,590</u>	<u>\$ 25,707,312</u>	<u>#####</u>
Net pension liability – ending (a) - (b)	<u>\$ 4,274,376</u>	<u>\$ 8,771,819</u>	<u>\$ 10,647,953</u>	<u>\$ 2,635,297</u>	<u>\$ 7,383,959</u>	<u>\$ 8,813,509</u>	<u>\$ 8,596,500</u>	<u>\$ 9,600,085</u>	<u>\$ 11,296,824</u>	<u>#####</u>
Plan fiduciary net position as a percentage of the total pension liability	90.81%	80.28%	75.16%	93.64%	81.91%	77.93%	78.53%	74.92%	69.47%	67.95%
Covered payroll	\$ 3,737,354	\$ 3,603,872	\$ 3,490,939	\$ 3,219,550	\$ 2,932,208	\$ 2,713,348	\$ 2,419,130	\$ 2,527,915	\$ 2,593,073	\$ 2,829,076
Net pension liability as a percentage of covered payroll	114.37%	243.40%	305.02%	81.85%	251.82%	324.82%	355.36%	379.76%	435.65%	398.19%

Notes to Schedule:

Changes of benefit terms:

For measurement date 9/30/2021, the ordinance No: 22-27 has been adopted, but a change to the Death Benefit (making it a life annuity instead of a 10 year benefit) and Member Contribution Rate (8.6%) has been approved by the City and the Union therefore it is being reflected.

Changes of assumptions:

For measurement date 9/30/2021, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate risk and collar adjustments made based on plan demographics.

Additionally, the following assumptions were approved based on an actuarial experience study dated August 12, 2020:

- Termination and retirement rates.
- Salary increase rates.

CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
GENERAL EMPLOYEES' TRUST FUND
SEPTEMBER 30, 2024

	<u>9/30/2024</u>	<u>9/30/2023</u>	<u>9/30/2022</u>	<u>9/30/2021</u>	<u>9/30/2020</u>	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>9/30/2017</u>	<u>9/30/2016</u>	<u>9/30/2015</u>
Total Pension Liability										
Service cost	\$ 653,621	\$ 685,229	\$ 670,842	\$ 726,047	\$ 743,732	\$ 809,155	\$ 950,710	\$ 1,008,657	\$ 1,030,143	\$ 1,018,762
Interest	4,173,033	4,083,642	3,991,422	3,976,777	3,908,540	3,867,526	3,791,615	3,716,543	3,519,769	3,463,279
Differences between expected and actual experience	660,697	257,620	81,738	(1,060,574)	(242,973)	(787,946)	(519,512)	(845,456)	(998,789)	(367,046)
Changes of assumptions	-	-	-	-	23,463	-	-	-	2,056,848	1,299,686
Benefit payments, including refunds of employee contributions	(3,748,664)	(3,592,506)	(3,191,809)	(3,548,356)	(3,259,972)	(3,171,410)	(2,741,896)	(2,677,338)	(2,665,290)	(2,848,216)
Net change in total pension liability	1,738,687	1,433,985	1,552,193	93,894	1,172,790	717,325	1,480,917	1,202,406	2,942,681	2,566,465
Total pension liability – beginning	63,043,415	61,609,430	60,057,237	59,963,343	58,790,553	58,073,228	56,592,311	55,389,905	52,447,224	49,880,759
Total pension liability – ending (a)	<u>\$ 64,782,102</u>	<u>\$ 63,043,415</u>	<u>\$ 61,609,430</u>	<u>\$ 60,057,237</u>	<u>\$ 59,963,343</u>	<u>\$ 58,790,553</u>	<u>\$ 58,073,228</u>	<u>\$ 56,592,311</u>	<u>\$ 55,389,905</u>	<u>\$ 52,447,224</u>
Total Fiduciary Net Position										
Contributions – employer	\$ 786,484	\$ 657,312	\$ 807,288	\$ 962,447	\$ 1,279,644	\$ 1,433,298	\$ 1,563,324	\$ 1,676,838	\$ 1,841,947	\$ 1,957,894
Contributions – employee	183,750	188,917	198,108	194,869	201,520	211,633	228,033	258,972	268,746	280,702
Net investment income	10,313,827	6,562,424	(9,294,224)	10,347,584	3,775,172	1,501,471	5,132,731	5,034,795	3,480,385	(584,428)
Benefit payments, including refunds of employee contributions	(3,748,664)	(3,592,506)	(3,191,809)	(3,548,356)	(3,259,972)	(3,171,410)	(2,741,896)	(2,677,338)	(2,665,290)	(2,848,216)
Administrative expense	(46,566)	(41,874)	(44,512)	(49,130)	(40,567)	(41,123)	(43,838)	(47,283)	(40,941)	(41,210)
Net change in plan fiduciary net position	7,488,831	3,774,273	(11,525,149)	7,907,414	1,955,797	(66,131)	4,138,354	4,245,984	2,884,847	(1,235,258)
Plan fiduciary net position – beginning	53,599,298	49,825,025	61,350,174	53,442,760	51,486,963	51,553,094	47,414,740	43,168,756	40,283,909	41,519,167
Plan fiduciary net position – ending (b)	<u>\$ 61,088,129</u>	<u>\$ 53,599,298</u>	<u>\$ 49,825,025</u>	<u>\$ 61,350,174</u>	<u>\$ 53,442,760</u>	<u>\$ 51,486,963</u>	<u>\$ 51,553,094</u>	<u>\$ 47,414,740</u>	<u>\$ 43,168,756</u>	<u>\$ 40,283,909</u>
Net pension liability (asset) – ending (a) - (b)	<u>\$ 3,693,973</u>	<u>\$ 9,444,117</u>	<u>\$ 11,784,405</u>	<u>\$ (1,292,937)</u>	<u>\$ 6,520,583</u>	<u>\$ 7,303,590</u>	<u>\$ 6,520,134</u>	<u>\$ 9,177,571</u>	<u>\$ 12,221,149</u>	<u>\$ 12,163,315</u>
Plan fiduciary net position as a percentage of the total pension liability	94.30%	85.02%	80.87%	102.15%	89.13%	87.58%	88.77%	83.78%	77.94%	76.81%
Covered payroll	\$ 4,593,755	\$ 4,723,959	\$ 4,952,689	\$ 4,871,536	\$ 5,037,970	\$ 5,290,001	\$ 5,746,443	\$ 6,449,377	\$ 6,697,988	\$ 7,027,074
Net pension liability as a percentage of covered payroll	80.41%	199.92%	237.94%	-26.54%	129.43%	138.06%	113.46%	142.30%	182.46%	173.09%

Notes to Schedule:

Changes of assumptions:

For measurement date 9/30/2021, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2021 FRS valuation report for non-special-risk employees, with appropriate risk and collar adjustments made based on plan demographics.

CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
MUNICIPAL POLICE OFFICERS' RETIREMENT FUND
SEPTEMBER 30, 2024

	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Total Pension Liability										
Service cost	\$ 1,095,773	\$ 1,036,729	\$ 1,033,498	\$ 1,079,706	\$ 1,126,512	\$ 1,001,290	\$ 959,833	\$ 891,285	\$ 850,919	\$ 810,639
Interest	3,659,529	3,499,512	3,366,590	3,277,674	3,150,057	3,057,358	2,906,209	2,795,510	2,607,294	2,594,521
Share plan allocation	147,080	-	-	-	-	-	-	-	-	-
Changes of benefit terms	42,989	-	-	-	(67,994)	-	-	-	-	-
Differences between expected and actual experience	897,692	546,646	506,453	(279,607)	630,589	(296,437)	718,338	239,614	274,918	(223,209)
Changes of assumptions	-	-	(288,615)	-	(378,897)	-	-	-	1,452,406	1,050,239
Contributions - buy back	-	-	-	-	44,013	-	-	-	-	-
Benefit payments, including refunds of employee contributions	(2,852,671)	(2,689,944)	(2,613,938)	(2,814,645)	(2,455,034)	(2,437,226)	(2,335,955)	(2,373,971)	(2,501,077)	(2,919,883)
Net change in total pension liability	2,990,392	2,392,943	2,003,988	1,263,128	2,049,246	1,324,985	2,248,425	1,552,438	2,684,460	1,312,307
Total pension liability - beginning	54,545,811	52,152,868	50,148,880	48,885,752	46,836,506	45,511,521	43,263,096	41,710,658	39,026,198	37,713,891
Total pension liability - ending (a)	<u>\$ 57,536,203</u>	<u>\$ 54,545,811</u>	<u>\$ 52,152,868</u>	<u>\$ 50,148,880</u>	<u>\$ 48,885,752</u>	<u>\$ 46,836,506</u>	<u>\$ 45,511,521</u>	<u>\$ 43,263,096</u>	<u>\$ 41,710,658</u>	<u>\$ 39,026,198</u>
Total Fiduciary Net Position										
Contributions - employer	\$ 1,820,547	\$ 1,416,466	\$ 1,315,778	\$ 1,302,500	\$ 1,547,724	\$ 1,575,425	\$ 1,527,329	\$ 1,379,706	\$ 1,210,121	\$ 1,166,277
Contributions - state	581,160	506,572	440,127	415,190	411,220	406,600	379,636	342,771	333,927	314,798
Contributions - employee	482,243	416,140	378,339	340,156	361,554	338,337	318,195	302,058	271,650	259,838
Contributions - buy back	-	-	-	-	44,013	-	-	-	-	-
Net investment income	8,080,037	4,846,473	(6,706,162)	7,217,668	2,849,302	977,835	3,475,229	3,381,623	2,355,123	(472,556)
Benefit payments, including refunds of employee contributions	(2,852,671)	(2,689,944)	(2,613,938)	(2,814,645)	(2,455,034)	(2,437,226)	(2,335,955)	(2,373,971)	(2,501,077)	(2,919,883)
Administrative expense	(48,177)	(45,478)	(41,590)	(42,895)	(56,206)	(48,537)	(36,040)	(37,029)	(35,935)	(36,411)
Net change in plan fiduciary net position	8,063,139	4,450,229	(7,227,446)	6,417,974	2,702,573	812,434	3,328,394	2,995,158	1,633,809	(1,687,937)
Plan fiduciary net position - beginning	42,272,842	37,822,613	45,050,059	38,632,085	35,929,512	35,117,078	31,788,684	28,793,526	27,159,717	28,847,654
Plan fiduciary net position - ending (b)	<u>\$ 50,335,981</u>	<u>\$ 42,272,842</u>	<u>\$ 37,822,613</u>	<u>\$ 45,050,059</u>	<u>\$ 38,632,085</u>	<u>\$ 35,929,512</u>	<u>\$ 35,117,078</u>	<u>\$ 31,788,684</u>	<u>\$ 28,793,526</u>	<u>\$ 27,159,717</u>
Net pension liability - ending (a) - (b)	<u>\$ 7,200,222</u>	<u>\$ 12,272,969</u>	<u>\$ 14,330,255</u>	<u>\$ 5,098,821</u>	<u>\$ 10,253,667</u>	<u>\$ 10,906,994</u>	<u>\$ 10,394,443</u>	<u>\$ 11,474,412</u>	<u>\$ 12,917,132</u>	<u>\$ 11,866,481</u>
Plan fiduciary net position as a percentage of the total pension liability	87.49%	77.50%	72.52%	89.83%	79.03%	76.71%	77.16%	73.48%	69.03%	69.59%
Covered payroll	\$ 5,358,256	\$ 4,625,648	\$ 4,203,773	\$ 3,777,649	\$ 4,017,261	\$ 3,759,300	\$ 3,535,502	\$ 3,356,196	\$ 3,017,787	\$ 3,060,157
Net pension liability as a percentage of covered payroll	134.38%	265.32%	340.89%	134.97%	255.24%	290.13%	294.00%	341.89%	428.03%	387.77%

Notes to Schedule:

Changes of benefit terms:

For measurement date 9/30/2021, an ordinance No. 2021-15 has been adopted, but a change to the Normal Retirement Date for Members hired after June 1, 2014 (earlier of 1.) age 55 with 10 years of Credited Service, 2.) age 52 with 25 years of Credited Service or 3.) age 60) has been approved by the City and the Union therefore it is being reflected.

Changes of assumptions:

For measurement date 9/30/2021, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate risk and collar adjustments made based on plan demographics.

**CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
MUNICIPAL FIREFIGHTERS' RETIREMENT FUND
SEPTEMBER 30, 2024**

	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Actuarially determined contribution	\$ 1,980,798	\$ 1,776,710	\$ 1,714,051	\$ 1,619,434	\$ 1,779,850	\$ 1,609,015	\$ 1,386,162	\$ 1,451,023	\$ 1,579,181	\$ 1,494,442
Contributions in relation to the actuarially	1,980,798	1,776,710	1,701,041	1,632,444	1,779,850	1,609,015	1,386,162	1,451,023	1,579,181	1,494,442
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,010</u>	<u>\$ (13,010)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 3,737,354	\$ 3,603,872	\$ 3,490,939	\$ 3,219,550	\$ 2,932,208	\$ 2,713,348	\$ 2,419,130	\$ 2,527,915	\$ 2,593,073	\$ 2,829,076
Contributions as a percentage of covered payroll	53.00%	49.30%	48.73%	50.70%	60.70%	59.30%	57.30%	57.40%	60.90%	52.82%

Notes to Schedule:

Valuation Date: 10/1/2023

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Funding Method: Entry Age Normal Actuarial Cost Method

Asset Valuation Method: Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Fair Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Fair Value of Assets.

Salary Increases: See table below. Projected salary at Pension is increased individually to account for non-regular payments. These rates were adopted as the result of the August 12, 2020 study.

Interest Rate: 7.00% per year, compounded annually, net of investment related expenses. This is supported by the target asset classification of the trust and the expected long-term return by asset class.

DROP/BACDROP Interest Load: Normal Retirement benefits are increased by 0.5% for Members hired before May 20, 2014 to account for the interest floor on the CROP and BACDROP benefits.

Payroll Growth: 0.0% for purpose of amortizing the unfunded actuarial accrued liability.

Pension Age: 100% at first eligibility for Normal Retirement. Also, any Member who has reached Normal Retirement eligibility is assumed to continue employment for one additional year.

Early Retirement: Commencing at the member's eligibility for Early Pension (age 50), members are assuming to retire with an immediate, subsidized benefit at the rate of 2% per year. This is supported by the target asset class allocation of the trust and the expected long-term return by asset class.

Termination Rates: See table below.

Disability Rates: See table below.

Mortality: Mortality Improvement Scale MP-2018

Other Information: Termination and Disability Rate Table

Service	% Terminating During the Year	Service	Salary Scale	Age	% Becoming Disabled During the Year
0 - 4	8.0%	0	10.0%	20	0.03%
5 - 14	3.0%	1 - 2	9.0%	30	0.04%
15+	2.0%	3 - 4	5.0%	40	0.07%
		5+	4.75%	50	0.18%
				60	0.90%

**CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
GENERAL EMPLOYEES' TRUST FUND
SEPTEMBER 30, 2024**

	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Actuarially determined contribution	\$ 799,314	\$ 656,630	\$ 807,288	\$ 949,950	\$ 1,279,644	\$ 1,433,590	\$ 1,563,032	\$ 1,676,838	\$ 1,841,947	\$ 1,957,894
Contributions in relation to the actuarially	786,484	657,312	807,288	962,447	1,279,644	1,433,298	1,563,324	1,676,838	1,841,947	1,957,894
Contribution deficiency (excess)	<u>\$ 12,830</u>	<u>\$ (682)</u>	<u>\$ -</u>	<u>\$ (12,497)</u>	<u>\$ -</u>	<u>\$ 292</u>	<u>\$ (292)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 4,593,755	\$ 4,723,959	\$ 4,952,689	\$ 4,871,536	\$ 5,037,970	\$ 5,290,001	\$ 5,746,443	\$ 6,449,377	\$ 6,697,988	\$ 7,027,074
Contributions as a percentage of covered payroll	17.12%	13.91%	16.30%	19.76%	25.40%	27.09%	27.21%	26.00%	27.50%	27.86%

Notes to Schedule:

Valuation Date: 10/1/2023

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.
Additional years' information will be displayed as it becomes available to present 10 years.

Methods and assumptions used to determine contribution rates:

Funding Method:	Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution: Interest - A half year, based on current 6.75% assumption. Salary - None.
Asset Valuation Method:	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.
Salary Increases:	4.0% per year up to the assumed Pension age.
Interest Rate:	6.75% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.
Payroll Growth:	0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability.
Retirement Age:	Earlier of age 62 and 5 years of service or when age plus service equal 85 (but at least age 55). Also, any member who has reached Normal Retirement Age is assumed to continue employment for one additional year.
Pension Age:	100% at first eligibility for Normal Retirement. Also, any Member who has reached Normal Retirement eligibility is assumed to continue employment for one additional year.
Early Retirement:	Commencing at the member's eligibility for Early Pension (age 60 with 5 years of service or when age plus service equal 80), members are assuming to retire with an immediate, subsidized benefit at the rate of 2% per year.
Termination Rates:	See table below.
Disability Rates:	See table below.
Mortality:	Mortality Improvement Scale MP-2018
Other Information:	Termination and Disability Rate Table

	% Terminating	% Becoming
Age	During the Year	Disabled During the Year
20	55.00%	0.05%
30	38.35%	0.06%
40	4.23%	0.12%
50	1.68%	0.43%
60	0.00%	1.61%

**CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
MUNICIPAL POLICE OFFICERS' RETIREMENT FUND
SEPTEMBER 30, 2024**

	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Actuarially determined contribution	\$ 2,207,601	\$ 1,919,644	\$ 1,748,768	\$ 1,628,167	\$ 1,972,475	\$ 1,969,873	\$ 1,905,635	\$ 1,748,578	\$ 1,517,947	\$ 1,481,075
Contributions in relation to the actuarially determined	2,254,627	1,923,038	1,755,905	1,717,690	1,958,944	1,982,074	1,906,965	1,722,477	1,544,048	1,481,075
Contribution deficiency (excess)	<u>\$ (47,026)</u>	<u>\$ (3,394)</u>	<u>\$ (7,137)</u>	<u>\$ (89,523)</u>	<u>\$ 13,531</u>	<u>\$ (12,201)</u>	<u>\$ (1,330)</u>	<u>\$ 26,101</u>	<u>\$ (26,101)</u>	<u>\$ -</u>
Covered payroll	\$ 5,358,256	\$ 4,625,648	\$ 4,203,770	\$ 3,777,649	\$ 4,017,261	\$ 3,759,300	\$ 3,535,502	\$ 3,356,196	\$ 3,017,787	\$ 3,060,157
Contributions as a percentage of covered payroll	42.08%	41.57%	41.77%	45.47%	48.76%	52.72%	53.94%	51.32%	51.16%	48.40%

Notes to Schedule:

Valuation Date: 10/1/2023
Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which
Additional years' information will be displayed as it becomes available to present 10 years.

Methods and assumptions used to determine contribution rates:

Funding Method:	Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution: Interest - A half year, based on current 6.75% assumption. Salary - None.
Asset Valuation Method:	Each year, the prior Actuarial Value of Assets is brought forward utilizing geometric 4-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.
Salary Increases:	10.00% for less than one year of service, 5.00% per year up to the assumed retirement age (previously, 5.50% per year up to the assumed retirement age); see Table at the end of this section. Projected salary at retirement is increased individually to account for non-regular payments. This is based on the results of an actuarial experience study dated August 14, 2020.
Interest Rate:	6.75% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.
Payroll Growth:	0.44% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.
Cost of Living Adjustments:	Beginning the first October 1st following one year of retirement, annual adjustment of 1.00%
Retirement Age:	See rates in the tables at the end of this section. This is based on the results of an actuarial experience study dated August 14, 2020.
Early Retirement:	Commencing at the member's eligibility for Early Retirement (attainment of age 45 with 10 years of Credited Service), members are assumed to retire with an immediate, subsidized benefit at the rate of 5% per year. We feel this is reasonable based upon the plan provisions.
Termination Rates:	See table below.
Disability Rates:	See table below.
Other Information:	Retirement, Termination and Disability Rate Table

Service	% Normal Retiring During the Year	Service	% Terminating During the Year	Age	% Becoming Disabled During the Year	Current salary scal of Salary at ag Rate
20	75%	<1	14%	20	0.03%	22.10%
21-24	20%	1-4	9%	30	0.04%	37.70%
25+	100%	5-9	5%	40	0.07%	61.40%
		10+	2%	50	0.18%	100%

**CITY OF ORMOND BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF INVESTMENT RETURNS
SEPTEMBER 30, 2024**

<u>For the Year Ending</u>	<u>Municipal Firefighters' Retirement Fund</u>	<u>General Employees' Trust Fund</u>	<u>Municipal Police Officers' Retirement Fund</u>
9/30/2024	18.84%	19.70%	19.23%
9/30/2023	13.19%	13.52%	12.93%
9/30/2022	-15.08%	-15.41%	-15.05%
9/30/2021	18.98%	19.75%	18.91%
9/30/2020	7.83%	7.42%	7.97%
9/30/2019	2.98%	2.95%	2.81%
9/30/2018	10.93%	10.91%	11.02%
9/30/2017	11.94%	11.76%	11.87%
9/30/2016	8.55%	8.72%	8.78%
9/30/2015	-1.66%	-1.42%	-1.65%

Combining Nonmajor Governmental Fund Financial Statements and Other Schedules

Special Revenue Funds

Special Revenue Funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Local Law Enforcement Trust Fund

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

Federal Law Enforcement Trust Fund

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

Pension Contribution Pass Thru Fund

This fund accounts for the insurance premium taxes assessed and collected against properties in the City. Funds are restricted and passed thru to the respective pension trust funds.

Public Recreational Facility Use Fee Fund

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

Grants Fund

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

Debt Service Funds

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

Financing Debt Service Fund

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

2002 General Obligation Debt Service Fund

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

2003 General Obligation Debt Service Fund

This fund records principal and interest payments on Series 2003 General Obligation Bonds. Revenue sources include ad valorem property taxes and interest on investments.

2005 Capital Improvements Note Debt Service Fund

This fund records principal and interest payments on the Capital Improvement Revenue Note, Series 2005. Revenue sources include transfers from the General Fund.

2010 General Obligation Debt Service Fund

This fund records principal and interest payments on Series 2010 General Obligation Bonds. Revenue sources include ad valorem property taxes and interest on investments.

Capital Projects Funds

Capital Projects Funds are used to account for the acquisition and construction of major capital facilities other than those financed by the Proprietary and Trust Funds.

General Improvements Fund

This fund is used to account for capital asset (including infrastructure) acquisitions and construction from general government resources (transfers from the governmental funds) and intergovernmental grants. Other sources of revenue include ad valorem property taxes, interest on investments and donations.

Equipment Renewal and Replacement Fund

This fund accounts for replacement of existing capital assets provided by general government resources. Revenue sources are provided from interest on investments and transfers from the governmental funds.

Transportation Improvements Fund

This fund is used to account for capital infrastructure acquisition and construction from general government resources (transfers from the General Fund). Sources of revenue include ad valorem property taxes, local option gas taxes, and interest on investments.

Recreational Facility Impact Fee Fund

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

Local Roads Impact Fee Fund

This fund accounts for impact fees assessed and collected against new construction activities. Use of these funds is restricted for expansion of existing local roadway links or construction of new local roadways.

Stormwater Drainage Impact Fee Fund

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

Facilities Renewal and Replacement Fund

This fund accounts for ad valorem property taxes restricted for the renewal and replacement of existing City facilities.

Public Safety Vehicles and Equipment Fund

This fund accounts for proceeds generated by operating tax millage dedicated to public safety. Use of these funds is restricted for replacement of public safety vehicles and equipment.

Police Impact Fee Fund

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

Fire Impact Fee Fund

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

Leisure Services Fund

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

CITY OF ORMOND BEACH, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Special Revenue Funds					Debt Service Funds					
	Local Law Enforcement Trust	Federal Law Enforcement Trust	Public Recreational Facility Use Fee	Grants	Total	Financing	2002 General Obligation	2003 General Obligation	2005 Capital Improvement Note	2010 General Obligation	Total
ASSETS											
Equity in pooled cash	\$ 302,578	\$ 6,368	\$ 530,142	\$ 75,335	\$ 914,423	\$ 391,962	\$ 141,249	\$ 7,942	\$ 12,135	\$ 9,802	\$ 563,090
Receivables, net	439	9	765	109	1,322	-	-	-	-	1,855	1,855
Due from other governments	-	-	-	-	-	-	-	-	-	-	-
Leases receivable	-	-	-	-	-	-	-	-	-	-	-
Due from other funds	-	-	-	-	-	-	-	-	-	-	-
Inventories	-	-	-	-	-	-	-	-	-	-	-
Prepaid items	-	-	-	-	-	-	-	-	-	-	-
Total assets	<u>\$ 303,017</u>	<u>\$ 6,377</u>	<u>\$ 530,907</u>	<u>\$ 75,444</u>	<u>\$ 915,745</u>	<u>\$ 391,962</u>	<u>\$ 141,249</u>	<u>\$ 7,942</u>	<u>\$ 12,135</u>	<u>\$ 11,657</u>	<u>\$ 564,945</u>
LIABILITIES											
Accounts payable and accrued liabilities	\$ -	\$ -	\$ 5,086	\$ -	\$ 5,086	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Advances from other funds	-	-	-	-	-	-	-	-	-	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>5,086</u>	<u>-</u>	<u>5,086</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES											
Unavailable revenue - property taxes	-	-	-	-	-	-	-	-	-	1,855	1,855
FUND BALANCES											
Prepaid items	-	-	-	-	-	-	-	-	-	-	-
Restricted for:											
Stormwater drainage	-	-	-	-	-	-	-	-	-	-	-
Law enforcement	303,017	6,377	-	-	309,394	-	-	-	-	-	-
Debt service	-	-	-	-	-	-	141,249	7,942	-	9,802	158,993
Transportation impact	-	-	-	-	-	-	-	-	-	-	-
Capital expansion	-	-	-	-	-	-	-	-	-	-	-
Committed to:											
Recreational facilities	-	-	525,821	-	525,821	-	-	-	-	-	-
Assigned to:											
Recreational facilities	-	-	-	-	-	-	-	-	-	-	-
Grants	-	-	-	75,444	75,444	-	-	-	-	-	-
Debt service	-	-	-	-	-	391,962	-	-	12,135	-	404,097
Capital improvements	-	-	-	-	-	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-	-	-	-	-	-
Total fund balances	<u>303,017</u>	<u>6,377</u>	<u>525,821</u>	<u>75,444</u>	<u>910,659</u>	<u>391,962</u>	<u>141,249</u>	<u>7,942</u>	<u>12,135</u>	<u>9,802</u>	<u>563,090</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 303,017</u>	<u>\$ 6,377</u>	<u>\$ 530,907</u>	<u>\$ 75,444</u>	<u>\$ 915,745</u>	<u>\$ 391,962</u>	<u>\$ 141,249</u>	<u>\$ 7,942</u>	<u>\$ 12,135</u>	<u>\$ 11,657</u>	<u>\$ 564,945</u>

CITY OF ORMOND BEACH, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024
(CONTINUED)

	Capital Projects Funds										
	General Improvements	Equipment Renewal and Replacement	Public Safety Vehicles and Equipment	Transportation Improvements	Recreational Facility Impact Fee	Local Roads Impact Fee	Stormwater Drainage Impact Fee	Facilities Renewal and Replacement	Police Impact Fee	Fire Impact Fee	Leisure Service Capital Fund
ASSETS											
Equity in pooled cash	\$ 3,031,867	\$ 796,436	\$ 685,083	\$ 1,855,921	\$ 816,770	\$ 1,835,829	\$ 580,453	\$ 106,706	\$ 33,297	\$ 41,342	\$ 306,921
Receivables, net	5,061	1,486	2,541	3,687	1,179	2,649	838	1,707	48	60	1,291
Due from other governments	322,119	-	-	208,818	-	-	-	-	-	-	190,928
Leases receivable	-	-	-	-	-	-	-	-	-	-	-
Due from other funds	-	-	-	-	-	-	-	-	-	-	-
Inventories	-	-	-	-	-	-	-	-	-	-	-
Prepaid items	-	-	1,642,125	-	-	-	-	-	-	-	-
Total assets	<u>\$ 3,359,047</u>	<u>\$ 797,922</u>	<u>\$ 2,329,749</u>	<u>\$ 2,068,426</u>	<u>\$ 817,949</u>	<u>\$ 1,838,478</u>	<u>\$ 581,291</u>	<u>\$ 108,413</u>	<u>\$ 33,345</u>	<u>\$ 41,402</u>	<u>\$ 499,140</u>
LIABILITIES											
Accounts payable and accrued liabilities	\$ 1,123,041	\$ -	\$ 4,448	\$ 467,339	\$ -	\$ -	\$ -	\$ 47,455	\$ -	\$ -	\$ 502
Advances from other funds	-	-	-	-	-	-	-	-	-	-	-
Total liabilities	<u>1,123,041</u>	<u>-</u>	<u>4,448</u>	<u>467,339</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>47,455</u>	<u>-</u>	<u>-</u>	<u>502</u>
DEFERRED INFLOWS OF RESOURCES											
Unavailable revenue - property taxes	<u>685</u>	<u>359</u>	<u>1,329</u>	<u>848</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,346</u>	<u>-</u>	<u>-</u>	<u>848</u>
FUND BALANCES											
Prepaid items	-	-	1,642,125	-	-	-	-	-	-	-	-
Restricted for:											
Stormwater drainage	-	-	-	-	-	-	-	-	-	-	-
Law enforcement	-	-	-	-	-	-	-	-	-	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-
Transportation impact	-	-	-	1,600,239	-	-	-	-	-	-	-
Capital expansion	-	-	681,847	-	817,949	1,838,478	581,291	-	33,345	41,402	497,790
Committed to:											
Recreational facilities	-	-	-	-	-	-	-	-	-	-	-
Assigned to:											
Recreational facilities	-	-	-	-	-	-	-	59,612	-	-	-
Grants	-	-	-	-	-	-	-	-	-	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-
Capital improvements	2,235,321	797,563	-	-	-	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-	-	-	-	-	-
Total fund balances	<u>2,235,321</u>	<u>797,563</u>	<u>2,323,972</u>	<u>1,600,239</u>	<u>817,949</u>	<u>1,838,478</u>	<u>581,291</u>	<u>59,612</u>	<u>33,345</u>	<u>41,402</u>	<u>497,790</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 3,359,047</u>	<u>\$ 797,922</u>	<u>\$ 2,329,749</u>	<u>\$ 2,068,426</u>	<u>\$ 817,949</u>	<u>\$ 1,838,478</u>	<u>\$ 581,291</u>	<u>\$ 108,413</u>	<u>\$ 33,345</u>	<u>\$ 41,402</u>	<u>\$ 499,140</u>

CITY OF ORMOND BEACH, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Special Revenue Funds						Debt Service Funds					
	Local Law Enforcement Trust	Federal Law Enforcement Trust	Pension Contribution Pass-Through Fund	Public Recreational Facility Use Fee	Grants	Total	Financing	2002 General Obligation	2003 General Obligation	2005 Capital Improvement Note	2010 General Obligation	Total
Revenues												
Taxes	\$ -	\$ -	\$ 1,133,303	\$ -	\$ -	\$ 1,133,303	\$ -	\$ 448	\$ 131	\$ -	\$ 390,314	\$ 390,893
Intergovernmental	-	-	-	-	-	-	-	-	-	-	-	-
Fines and forfeitures	164,310	-	-	-	-	164,310	-	-	-	-	-	-
Miscellaneous	4,940	176	-	62,297	2,196	69,609	-	-	-	-	-	-
Total revenues	169,250	176	1,133,303	62,297	2,196	1,367,222	-	448	131	-	390,314	390,893
Expenditures												
Current:												
General government	-	-	-	-	-	-	-	-	-	-	-	-
Public safety	-	-	1,133,303	-	-	1,133,303	-	-	-	-	-	-
Public works	-	-	-	-	-	-	-	-	-	-	-	-
Culture and recreation	-	-	-	35,309	-	35,309	-	-	-	-	-	-
Human services	-	-	-	-	-	-	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-	-	-	-	-	-	-
Capital improvements	-	-	-	54,534	-	54,534	-	-	-	-	-	-
Debt service:												
Principal	-	-	-	-	-	-	156,251	-	-	151,000	285,000	592,251
Interest and other	-	-	-	-	-	-	25,438	-	-	5,546	75,448	106,432
Total expenditures	-	-	1,133,303	89,843	-	1,223,146	181,689	-	-	156,546	360,448	698,683
Excess (deficiency) of revenues over expenditures	169,250	176	-	(27,546)	2,196	144,076	(181,689)	448	131	(156,546)	29,866	(307,790)
Other financing sources (uses)												
Transfers in	-	-	-	-	-	-	333,000	-	-	156,996	-	489,996
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	333,000	-	-	156,996	-	489,996
Net change in fund balances	169,250	176	-	(27,546)	2,196	144,076	151,311	448	131	450	29,866	182,206
Fund balances, beginning of year	133,767	6,201	-	553,367	73,248	766,583	240,651	140,801	7,811	11,685	(20,064)	380,884
Fund balances, end of year	\$ 303,017	\$ 6,377	\$ -	\$ 525,821	\$ 75,444	\$ 910,659	\$ 391,962	\$ 141,249	\$ 7,942	\$ 12,135	\$ 9,802	\$ 563,090

CITY OF ORMOND BEACH, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024
(CONTINUED)

	Capital Projects Funds											
	General Improvements	Equipment Renewal and Replacement	Public Safety Vehicles and Equipment	Transportation Improvement	Recreational Facility Impact Fee	Local Roads Impact Fee	Stormwater Drainage Impact Fee	Facilities Renewal and Replacement	Police Impact Fee	Fire Impact Fee	Leisure Service Capital Fund	Total
Revenues												
Taxes	\$ 411,228	\$ 215,086	\$ 793,793	\$ 1,806,011	\$ -	\$ -	\$ -	\$ 800,020	\$ -	\$ -	\$ 495,947	\$ 4,522,085
Intergovernmental	546,202	-	18,743	-	-	-	-	58,424	-	-	190,928	814,297
Fines and forfeitures	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	36,682	39,316	24,109	81,447	332,651	587,465	34,457	132,705	33,345	41,402	10,553	1,354,132
Total revenues	994,112	254,402	836,645	1,887,458	332,651	587,465	34,457	991,149	33,345	41,402	697,428	6,690,514
Expenditures												
Current:												
General government	75,000	-	-	-	-	-	-	-	-	-	-	75,000
Public safety	-	-	3,014	-	-	-	-	19,645	-	-	-	22,659
Public works	-	-	-	224,948	-	-	-	34,715	-	-	-	259,663
Culture and recreation	-	-	-	-	-	-	-	219,786	-	-	-	219,786
Human services	26,793	-	-	-	-	-	-	-	-	-	-	26,793
Economic environment	-	-	-	-	-	-	-	-	-	-	-	-
Capital improvements	3,395,724	151,857	352,601	3,154,378	-	-	-	869,579	-	-	394,638	8,318,777
Debt service:												
Principal	-	-	-	-	-	-	-	-	-	-	-	-
Interest and other	40,125	-	-	-	-	-	-	-	-	-	-	40,125
Total expenditures	3,537,642	151,857	355,615	3,379,326	-	-	-	1,143,725	-	-	394,638	8,962,803
Excess (deficiency) of revenues over expenditures	(2,543,530)	102,545	481,030	(1,491,868)	332,651	587,465	34,457	(152,576)	33,345	41,402	302,790	(2,272,289)
Other financing sources (uses)												
Transfers in	711,000	-	4	-	-	-	-	-	-	-	195,000	906,004
Transfers out	(24,984)	(48,000)	(285,000)	(699,900)	-	-	-	-	-	-	-	(1,057,884)
Total other financing sources (uses)	3,186,016	(48,000)	1,357,129	(699,900)	-	-	-	-	-	-	195,000	3,990,245
Net change in fund balances	642,486	54,545	1,838,159	(2,191,768)	332,651	587,465	34,457	(152,576)	33,345	41,402	497,790	1,717,956
Fund balances, beginning of year	1,592,835	743,018	485,813	3,792,007	485,298	1,251,013	546,834	212,188	-	-	-	9,109,006
Fund balances, end of year	\$ 2,235,321	\$ 797,563	\$ 2,323,972	\$ 1,600,239	\$ 817,949	\$ 1,838,478	\$ 581,291	\$ 59,612	\$ 33,345	\$ 41,402	\$ 497,790	\$ 10,826,962

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - LOCAL LAW ENFORCEMENT TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Fines and forfeitures	\$ -	\$ -	\$ 164,310	\$ 164,310
Miscellaneous	-	-	4,940	4,940
Total revenues	-	-	169,250	169,250
Expenditures				
Current:				
Public safety:				
Police	-	-	-	-
Total expenditures	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures	-	-	169,250	169,250
Net change in fund balance	-	-	169,250	169,250
Fund balance, beginning of year	133,767	133,767	133,767	-
Fund balance, end of year	<u>\$ 133,767</u>	<u>\$ 133,767</u>	<u>\$ 303,017</u>	<u>\$ 169,250</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - FEDERAL LAW ENFORCEMENT TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	<u>Budgeted Amounts</u>			<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
Miscellaneous	\$ -	\$ -	\$ 176	\$ 176
Total revenues	-	-	176	176
Expenditures				
Current:				
Public safety:				
Police	-	-	-	-
Total expenditures	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures	-	-	176	176
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	-	-	176	176
Fund balance, beginning of year	6,201	6,201	6,201	-
Fund balance, end of year	<u>\$ 6,201</u>	<u>\$ 6,201</u>	<u>\$ 6,377</u>	<u>\$ 176</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - PENSION CONTRIBUTION PASSTHRU FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 1,000,000	\$ 1,400,000	\$ 1,133,303	\$ (266,697)
Total revenues	<u>1,000,000</u>	<u>1,400,000</u>	<u>1,133,303</u>	<u>(266,697)</u>
Expenditures				
Current:				
Public safety:				
Police	500,000	700,000	581,160	118,840
Fire Services	500,000	700,000	552,143	147,857
Total expenditures	<u>1,000,000</u>	<u>1,400,000</u>	<u>1,133,303</u>	<u>266,697</u>
Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	-	-	-	-
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - PUBLIC RECREATIONAL FACILITY USE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Miscellaneous	\$ 57,225	\$ 57,225	\$ 62,297	\$ 5,072
Total revenues	<u>57,225</u>	<u>57,225</u>	<u>62,297</u>	<u>5,072</u>
Expenditures				
Current:				
Culture and recreation	50,414	58,414	35,309	23,105
Non-departmental	6,811	6,811	-	6,811
Capital improvements	-	54,841	54,534	307
Total expenditures	<u>57,225</u>	<u>120,066</u>	<u>89,843</u>	<u>30,223</u>
Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>(62,841)</u>	<u>(27,546)</u>	<u>35,295</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>-</u>	<u>(62,841)</u>	<u>(27,546)</u>	<u>35,295</u>
Fund balance, beginning of year	553,367	553,367	553,367	-
Fund balance, end of year	<u>\$ 553,367</u>	<u>\$ 490,526</u>	<u>\$ 525,821</u>	<u>\$ 35,295</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GRANTS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Intergovernmental	\$ -	\$ -	\$ -	\$ -
Miscellaneous	-	-	2,196	2,196
Total revenues	-	-	2,196	2,196
Expenditures				
Current:				
General government	-	-	-	-
Total expenditures	-	-	-	-
Excess (deficiency) of revenues over expenditures	-	-	2,196	2,196
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	-	-	2,196	2,196
Fund balance, beginning of year	73,248	73,248	73,248	-
Fund balance, end of year	<u>\$ 73,248</u>	<u>\$ 73,248</u>	<u>\$ 75,444</u>	<u>\$ 2,196</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - FINANCING DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ -	\$ -	\$ -	\$ -
Total revenues	-	-	-	-
Expenditures				
Current:				
Debt service:				
Principal	776,796	306,251	156,251	150,000
Interest and fiscal charges	26,749	26,749	25,438	1,311
Total expenditures	803,545	333,000	181,689	151,311
Excess (deficiency) of revenues over expenditures	(803,545)	(333,000)	(181,689)	151,311
Other financing sources (uses)				
Transfers in	803,545	333,000	333,000	-
Transfers out	-	-	-	-
Total other financing sources (uses)	803,545	333,000	333,000	-
Net change in fund balance	-	-	151,311	151,311
Fund balance, beginning of year	240,651	240,651	240,651	-
Fund balance, end of year	\$ 240,651	\$ 240,651	\$ 391,962	\$ 151,311

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - 2002 GENERAL OBLIGATION DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ -	\$ -	\$ 448	\$ 448
Total revenues	-	-	448	448
Expenditures				
Debt service:				
Principal	-	-	-	-
Total expenditures	-	-	-	-
Excess (deficiency) of revenues over expenditures	-	-	448	448
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	-	-	448	448
Fund balance, beginning of year	140,801	140,801	140,801	-
Fund balance, end of year	<u>\$ 140,801</u>	<u>\$ 140,801</u>	<u>\$ 141,249</u>	<u>\$ 448</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - 2003 GENERAL OBLIGATION DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ -	\$ -	\$ 131	\$ 131
Total revenues	-	-	131	131
Expenditures				
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	-	-	-	-
Excess (deficiency) of revenues over expenditures	-	-	131	131
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	-	-	131	131
Fund balance, beginning of year	7,811	7,811	7,811	-
Fund balance, end of year	<u>\$ 7,811</u>	<u>\$ 7,811</u>	<u>\$ 7,942</u>	<u>\$ 131</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - 2005 CAPITAL IMPROVEMENT NOTE DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ -	\$ -	\$ -	\$ -
Total revenues	-	-	-	-
Expenditures				
Current:				
General government:				
Nondepartmental	5,000	5,000	-	5,000
Debt service:				
Principal	151,000	151,000	151,000	-
Interest and fiscal charges	6,000	6,000	5,546	454
Total expenditures	162,000	162,000	156,546	5,454
Excess (deficiency) of revenues over expenditures	(162,000)	(162,000)	(156,546)	5,454
Other financing sources (uses)				
Transfers in	157,000	157,000	156,996	4
Transfers out	-	-	-	-
Total other financing sources (uses)	157,000	157,000	156,996	4
Net change in fund balance	(5,000)	(5,000)	450	5,458
Fund balance, beginning of year	11,685	11,685	11,685	-
Fund balance, end of year	\$ 6,685	\$ 6,685	\$ 12,135	\$ 5,458

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - 2010 GENERAL OBLIGATION DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 392,114	\$ 392,114	\$ 390,314	\$ (1,800)
Total revenues	<u>392,114</u>	<u>392,114</u>	<u>390,314</u>	<u>(1,800)</u>
Expenditures				
Current:				
General government:				
Nondepartmental	23,114	23,114	-	23,114
Debt service:				
Principal	285,000	285,000	285,000	-
Interest and fiscal charges	84,000	84,000	75,448	8,552
Total expenditures	<u>392,114</u>	<u>392,114</u>	<u>360,448</u>	<u>31,666</u>
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>-</u>	<u>29,866</u>	<u>29,866</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>-</u>	<u>-</u>	<u>29,866</u>	<u>29,866</u>
Fund balance, beginning of year	(20,064)	(20,064)	(20,064)	-
Fund balance, end of year	<u>\$ (20,064)</u>	<u>\$ (20,064)</u>	<u>\$ 9,802</u>	<u>\$ 29,866</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL IMPROVEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 411,720	\$ 411,720	\$ 411,228	\$ (492)
Intergovernmental	130,000	609,513	546,202	(63,311)
Miscellaneous	-	-	36,682	36,682
Total revenues	<u>541,720</u>	<u>1,021,233</u>	<u>994,112</u>	<u>(27,121)</u>
Expenditures				
Current:				
General government	-	75,000	75,000	-
Human services	-	26,793	26,793	-
Debt service:				
Interest and fiscal charges	-	35,625	40,125	(4,500)
Capital improvements	<u>1,589,853</u>	<u>5,898,603</u>	<u>3,395,724</u>	<u>2,502,879</u>
Total expenditures	<u>1,589,853</u>	<u>6,036,021</u>	<u>3,537,642</u>	<u>2,498,379</u>
Excess (deficiency) of revenues over expenditures	<u>(1,048,133)</u>	<u>(5,014,788)</u>	<u>(2,543,530)</u>	<u>2,471,258</u>
Other financing sources (uses)				
Proceed from issuance of debt	900,000	2,500,000	2,500,000	
Transfers in	-	711,000	711,000	-
Transfers out	<u>(24,987)</u>	<u>(24,987)</u>	<u>(24,984)</u>	<u>3</u>
Total other financing sources (uses)	<u>875,013</u>	<u>3,186,013</u>	<u>3,186,016</u>	<u>3</u>
Net change in fund balance	(173,120)	(1,828,775)	642,486	2,471,261
Fund balance, beginning of year	1,592,835	1,592,835	1,592,835	-
Fund balance, end of year	<u>\$ 1,419,715</u>	<u>\$ (235,940)</u>	<u>\$ 2,235,321</u>	<u>\$ 2,471,261</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - EQUIPMENT RENEWAL AND REPLACEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 215,663	\$ 215,663	\$ 215,086	\$ (577)
Miscellaneous	-	-	39,316	39,316
Total revenues	<u>215,663</u>	<u>215,663</u>	<u>254,402</u>	<u>38,739</u>
Expenditures				
Capital improvements	<u>242,000</u>	<u>473,415</u>	<u>151,857</u>	<u>321,558</u>
Total expenditures	<u>242,000</u>	<u>473,415</u>	<u>151,857</u>	<u>321,558</u>
Excess (deficiency) of revenues over expenditures	<u>(26,337)</u>	<u>(257,752)</u>	<u>102,545</u>	<u>360,297</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	<u>(48,000)</u>	<u>(48,000)</u>	<u>(48,000)</u>	<u>-</u>
Total other financing sources (uses)	<u>(48,000)</u>	<u>(48,000)</u>	<u>(48,000)</u>	<u>-</u>
Net change in fund balance	<u>(74,337)</u>	<u>(305,752)</u>	<u>54,545</u>	<u>360,297</u>
Fund balance, beginning of year	743,018	743,018	743,018	-
Fund balance, end of year	<u><u>\$ 668,681</u></u>	<u><u>\$ 437,266</u></u>	<u><u>\$ 797,563</u></u>	<u><u>\$ 360,297</u></u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - PUBLIC SAFETY VEHICLES AND EQUIPMENT
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 798,933	\$ 798,933	\$ 793,793	\$ (5,140)
Intergovernmental	-	-	18,743	18,743
Miscellaneous	-	-	24,109	24,109
Total revenues	<u>798,933</u>	<u>798,933</u>	<u>836,645</u>	<u>37,712</u>
Expenditures				
Current:				
Public safety:				
Police	-	-	3,014	3,014
Capital improvements	<u>2,170,000</u>	<u>2,467,133</u>	<u>352,601</u>	<u>2,114,532</u>
Total expenditures	<u>2,170,000</u>	<u>2,467,133</u>	<u>355,615</u>	<u>2,117,546</u>
Excess (deficiency) of revenues over expenditures	<u>(1,371,067)</u>	<u>(1,668,200)</u>	<u>481,030</u>	<u>2,149,230</u>
Other financing sources (uses)				
Proceed from issuance of debt	1,500,000	1,500,000	1,642,125	142,125
Transfers in	155,000	155,000	4	(154,996)
Transfers out	<u>(285,000)</u>	<u>(285,000)</u>	<u>(285,000)</u>	<u>-</u>
Total other financing sources (uses)	<u>1,370,000</u>	<u>1,370,000</u>	<u>1,357,129</u>	<u>(12,871)</u>
Net change in fund balance	<u>(1,067)</u>	<u>(298,200)</u>	<u>1,838,159</u>	<u>2,136,359</u>
Fund balance, beginning of year	485,813	485,813	485,813	-
Fund balance, end of year	<u><u>\$ 484,746</u></u>	<u><u>\$ 187,613</u></u>	<u><u>\$ 2,323,972</u></u>	<u><u>\$ 2,136,359</u></u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TRANSPORTATION IMPROVEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 1,709,748	\$ 1,709,748	\$ 1,806,011	\$ 96,263
Miscellaneous	-	-	81,447	81,447
Total revenues	<u>1,709,748</u>	<u>1,709,748</u>	<u>1,887,458</u>	<u>177,710</u>
Expenditures				
Current:				
Public works	186,572	305,572	224,948	80,624
Capital improvements	1,234,820	3,475,070	3,154,378	320,692
Total expenditures	<u>1,421,392</u>	<u>3,780,642</u>	<u>3,379,326</u>	<u>401,316</u>
Excess (deficiency) of revenues over expenditures	<u>288,356</u>	<u>(2,070,894)</u>	<u>(1,491,868)</u>	<u>579,026</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	(699,892)	(699,892)	(699,900)	(8)
Total other financing sources (uses)	<u>(699,892)</u>	<u>(699,892)</u>	<u>(699,900)</u>	<u>(8)</u>
Net change in fund balance	<u>(411,536)</u>	<u>(2,770,786)</u>	<u>(2,191,768)</u>	<u>579,018</u>
Fund balance, beginning of year	3,792,007	3,792,007	3,792,007	-
Fund balance, end of year	<u>\$ 3,380,471</u>	<u>\$ 1,021,221</u>	<u>\$ 1,600,239</u>	<u>\$ 579,018</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - RECREATIONAL FACILITY IMPACT FEE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Miscellaneous	\$ 100,000	\$ 100,000	\$ 332,651	\$ 232,651
Total revenues	100,000	100,000	332,651	232,651
Expenditures				
Current:				
Non-departmental	100,000	100,000	-	100,000
Total expenditures	100,000	100,000	-	100,000
Excess (deficiency) of revenues over expenditures	-	-	332,651	332,651
Net change in fund balance	-	-	332,651	332,651
Fund balance, beginning of year	485,298	485,298	485,298	-
Fund balance, end of year	<u>\$ 485,298</u>	<u>\$ 485,298</u>	<u>\$ 817,949</u>	<u>\$ 332,651</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - LOCAL ROADS IMPACT FEE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Miscellaneous	\$ 50,000	\$ 50,000	\$ 587,465	\$ 537,465
Total revenues	50,000	50,000	587,465	537,465
Expenditures				
Current:				
Non-departmental	50,000	50,000	-	50,000
Total expenditures	50,000	50,000	-	50,000
Excess (deficiency) of revenues over (under) expenditures	-	-	587,465	587,465
Net change in fund balance	-	-	587,465	587,465
Fund balance, beginning of year	1,251,013	1,251,013	1,251,013	-
Fund balance, end of year	<u>\$ 1,251,013</u>	<u>\$ 1,251,013</u>	<u>\$ 1,838,478</u>	<u>\$ 587,465</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STORMWATER DRAINAGE IMPACT FEE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Miscellaneous	\$ 50,000	\$ 50,000	\$ 34,457	\$ (15,543)
Total revenues	50,000	50,000	34,457	(15,543)
Expenditures				
Current:				
Non-departmental	50,000	50,000	-	50,000
Total expenditures	50,000	50,000	-	50,000
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>-</u>	<u>34,457</u>	<u>34,457</u>
Other financing sources (uses)				
Proceed from issuance of debt				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>-</u>	<u>-</u>	<u>34,457</u>	<u>34,457</u>
Fund balance, beginning of year	546,834	546,834	546,834	-
Fund balance, end of year	<u>\$ 546,834</u>	<u>\$ 546,834</u>	<u>\$ 581,291</u>	<u>\$ 34,457</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - FACILITIES RENEWAL AND REPLACEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 808,736	\$ 808,736	\$ 800,020	\$ (8,716)
Intergovernmental	-	209,800	58,424	(151,376)
Miscellaneous	-	-	132,705	132,705
Total revenues	<u>808,736</u>	<u>1,018,536</u>	<u>991,149</u>	<u>(27,387)</u>
Expenditures				
Current:				
Public safety:				
Fire services	8,000	2,816	-	2,816
Total public safety	<u>8,000</u>	<u>2,816</u>	<u>19,645</u>	<u>(16,829)</u>
Public works	10,000	18,620	34,715	(16,095)
Culture and recreation	92,500	146,748	219,786	(73,038)
Capital improvements	<u>698,236</u>	<u>1,273,377</u>	<u>869,579</u>	<u>403,798</u>
Total expenditures	<u>808,736</u>	<u>1,441,561</u>	<u>1,143,725</u>	<u>297,836</u>
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>(423,025)</u>	<u>(152,576)</u>	<u>270,449</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>-</u>	<u>(423,025)</u>	<u>(152,576)</u>	<u>270,449</u>
Fund balance, beginning of year	212,188	212,188	212,188	-
Fund balance, end of year	<u>\$ 212,188</u>	<u>\$ (210,837)</u>	<u>\$ 59,612</u>	<u>\$ 270,449</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - POLICE IMPACT FEES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Miscellaneous	\$ -	\$ -	\$ 33,345	\$ 33,345
Total revenues	-	-	33,345	33,345
Expenditures				
Current:				
Public safety:				
Police	-	-	-	-
Total expenditures	-	-	-	-
Excess (deficiency) of revenues over expenditures	-	-	33,345	33,345
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	-	-	33,345	33,345
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 33,345</u>	<u>\$ 33,345</u>

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - FIRE IMPACT FEES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Variance with Final Budget - Positive (Negative)
	Original	Final	Actual
Revenues			
Miscellaneous	\$ -	\$ -	\$ 41,402
Total revenues	-	-	41,402
Expenditures			
Current:			
Public safety:			
Fire services	-	-	-
Total expenditures	-	-	-
Excess (deficiency) of revenues over expenditures	-	-	41,402
Other financing sources (uses)			
Transfers in	-	-	-
Transfers out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balance	-	-	41,402
Fund balance, beginning of year	-	-	-
Fund balance, end of year	\$ -	\$ -	\$ 41,402

CITY OF ORMOND BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - LEISURE SERVICES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 509,749	\$ 509,749	\$ 495,947	\$ (13,802)
Intergovernmental	570,000	671,000	190,928	(480,072)
Miscellaneous	-	-	10,553	10,553
Total revenues	<u>1,079,749</u>	<u>1,180,749</u>	<u>697,428</u>	<u>(483,321)</u>
Expenditures				
Capital improvements	<u>1,149,749</u>	<u>1,375,749</u>	<u>394,638</u>	<u>981,111</u>
Total expenditures	<u>1,149,749</u>	<u>1,375,749.00</u>	<u>394,638.00</u>	<u>981,111</u>
Excess (deficiency) of revenues over expenditures	<u>(70,000)</u>	<u>(195,000)</u>	<u>302,790</u>	<u>497,790</u>
Other financing sources (uses)				
Transfers in	70,000	195,000	195,000	-
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>70,000</u>	<u>195,000</u>	<u>195,000</u>	<u>-</u>
Net change in fund balance	<u>-</u>	<u>-</u>	<u>497,790</u>	<u>497,790</u>
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 497,790</u></u>	<u><u>\$ 497,790</u></u>

Financial supporting schedules are presented to provide greater detailed information than reported in the preceding financial statements. This information, in many cases, has been spread throughout the report and is brought together here for greater clarity. Financial supporting schedules are not necessary for fair presentation in conformity with generally accepted accounting principles.

**CITY OF ORMOND BEACH, FLORIDA
SCHEDULE FOR WATER AND SEWER BOND COVENANTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

Operating revenues	\$ 23,097,835
Less: Operating expenses	<u>14,410,942</u>
Net revenues	8,686,893
Impact fees	1,767,164
Net revenues plus impact fees	<u><u>\$ 10,456,390</u></u>
Maximum annual debt service	<u><u>\$ 4,361,646</u></u>
Ratio of net revenues plus impact fees to annual debt service	<u><u>1.99</u></u>
Ratio of net revenues to annual debt service	<u><u>2.40</u></u>

This schedule is prepared in accordance with Water and Sewer Bond Issue covenant requirements.

In accordance with the requirements of Rule 15c2-12 (the Rule) promulgated by the Securities and Exchange Commission (the Commission), the City has agreed in Resolution #2000-201 to provide or cause to be provided, to each nationally recognized municipal securities information repository (NRMSIR) and to the appropriate state information depository (SID), if any, designated by the State of Florida, the above annual financial information and operating data.

Further information relating to the City's utility system and its customers can be found in the statistical section.

Statistical Section

Statistical Section

This part of the City of Ormond Beach, Florida's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

<u>Contents</u>	<u>Page</u>
Financial Trends	132
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	
Revenue Capacity	139
These schedules contain information to help the reader assess the factors affecting the City's ability to generate its property and sales taxes.	
Debt Capacity	149
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	
Demographic and Economic Information	156
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and help make comparisons over time and with other governments.	
Operating Information	158
These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs.	

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

SCHEDULE 1
CITY OF ORMOND BEACH, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Governmental activities										
Net investment in capital assets	\$ 113,280	\$ 113,809	\$ 114,203	\$ 112,857	\$ 113,490	\$ 114,055	\$ 111,269	\$ 111,339	\$ 115,828	\$ 112,798
Restricted for:										
Debt service	132	128	213	198	196	206	196	201	190	110
Construction	4,492	2,283	2,146	1,931	1,629	2,167	1,421	1,680	1,443	1,208
Renewal and replacement	-	-	-	-	-	-	-	-	-	1,058
Redevelopment trust	6,989	5,865	4,318	2,985	1,982	2,056	1,797	1,182	710	749
For other purposes	10,937	12,901	12,235	10,743	10,632	10,397	10,051	8,374	7,129	4,355
Unrestricted	(6,973)	(10,701)	(8,949)	(8,620)	(13,955)	(18,006)	(19,204)	(18,927)	(18,616)	(17,572)
Total governmental activities net position	\$ 128,857	\$ 124,285	\$ 124,166	\$ 120,094	\$ 113,974	\$ 110,875	\$ 105,530	\$ 103,849	\$ 106,684	\$ 102,706
Business-type activities										
Net investment in capital assets	\$ 66,411	\$ 65,263	\$ 65,727	\$ 65,466	\$ 65,247	\$ 61,880	\$ 63,073	\$ 63,147	\$ 63,102	\$ 62,470
Restricted										
Debt service	3,874	3,753	4,043	7,133	2,972	2,958	2,524	2,215	1,959	1,782
Construction	12,221	10,137	8,919	7,514	9,623	9,673	10,963	9,722	9,528	8,203
Renewal and replacement	400	400	400	400	400	400	400	400	400	400
Redevelopment trust	-	-	-	-	-	-	-	-	-	-
For other purposes	-	-	-	-	-	-	-	-	101	-
Unrestricted	8,296	7,070	11,102	3,520	5,970	8,899	5,696	6,676	8,036	10,527
Total business-type activities net position	\$ 91,202	\$ 86,623	\$ 90,191	\$ 84,033	\$ 84,212	\$ 83,810	\$ 82,656	\$ 82,160	\$ 83,126	\$ 83,382
Primary government										
Net investment in capital assets	\$ 179,691	\$ 179,072	\$ 179,930	\$ 178,323	\$ 178,737	\$ 175,935	\$ 174,342	\$ 174,486	\$ 178,930	\$ 175,268
Restricted										
Debt service	4,006	3,881	4,256	7,331	3,168	3,164	2,720	2,416	2,149	1,892
Construction	16,713	12,420	11,065	9,445	11,252	11,840	12,384	11,402	10,971	9,411
Renewal and replacement	400	400	400	400	400	400	400	400	400	1,458
Redevelopment trust	6,989	5,865	4,318	2,985	1,982	2,056	1,797	1,182	710	749
For other purposes	10,937	12,901	12,235	10,743	10,632	10,397	10,051	8,374	7,230	4,355
Unrestricted	1,323	(3,631)	2,153	(5,100)	(7,985)	(9,107)	(13,508)	(12,251)	(10,580)	(7,045)
Total primary government net position	\$ 220,059	\$ 210,908	\$ 204,127	\$ 198,186	\$ 194,685	\$ 188,186	\$ 186,009	\$ 189,810	\$ 186,088	\$ 186,088

Notes: In 2015, the City implemented GASB Statement Number 68. In 2017, the City implemented GASB Statement Number 75.

Source: City of Ormond Beach Finance Department

SCHEDULE 2
CITY OF ORMOND BEACH, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Expenses										
Governmental activities:										
General government	\$ 8,198	\$ 7,557	\$ 5,987	\$ 4,840	\$ 5,162	\$ 5,579	\$ 5,255	\$ 13,754	\$ 5,971	\$ 5,509
Public safety	22,886	22,405	19,168	15,790	17,035	17,277	16,931	15,431	15,412	15,312
Public works	9,186	10,101	9,245	7,934	8,587	8,276	8,757	4,009	7,666	7,685
Human services	111	112	132	162	117	170	612	200	90	256
Culture and recreation	9,748	9,053	8,273	7,755	8,101	7,970	8,059	6,281	7,820	7,143
Economic development	64	398	351	244	386	309	337	288	345	311
Interest/Fiscal charges on long-term debt	153	124	145	172	163	190	217	231	256	289
Total governmental activities expenses	<u>50,346</u>	<u>49,750</u>	<u>43,301</u>	<u>36,897</u>	<u>39,551</u>	<u>39,771</u>	<u>40,168</u>	<u>40,194</u>	<u>37,560</u>	<u>36,505</u>
Business-type activities:										
Water and sewer	22,495	21,665	19,188	19,108	19,234	19,558	18,768	18,837	17,814	18,156
Solid waste	9,909	12,516	8,630	8,177	8,230	7,676	9,281	13,870	6,880	6,803
Total business-type activities expenses	<u>32,404</u>	<u>34,181</u>	<u>27,818</u>	<u>27,285</u>	<u>27,464</u>	<u>27,234</u>	<u>28,049</u>	<u>32,707</u>	<u>24,694</u>	<u>24,959</u>
Total primary government expenses	<u>\$ 82,750</u>	<u>\$ 83,931</u>	<u>\$ 71,119</u>	<u>\$ 64,182</u>	<u>\$ 67,015</u>	<u>\$ 67,005</u>	<u>\$ 68,217</u>	<u>\$ 72,901</u>	<u>\$ 62,254</u>	<u>\$ 61,464</u>
Program Revenues										
Governmental activities:										
Charges for services:										
General government	\$ 3	\$ 137	\$ 134	\$ 134	\$ 134	\$ 134	\$ 134	\$ 134	\$ 134	\$ 110
Public safety	314	178	124	153	125	154	167	152	172	215
Public works	5,295	4,667	4,835	4,830	4,612	4,387	4,847	4,778	4,610	4,173
Culture and recreation	382	493	660	448	432	732	814	838	668	600
Operating grants and contributions	2,647	1,694	1,824	1,852	2,975	1,913	2,272	2,083	1,639	1,233
Capital grants and contributions	2,114	2,356	3,146	1,233	1,840	5,074	1,279	1,312	5,155	2,980
Total governmental activities program revenues	<u>10,755</u>	<u>9,525</u>	<u>10,723</u>	<u>8,650</u>	<u>10,118</u>	<u>12,394</u>	<u>9,513</u>	<u>9,297</u>	<u>12,378</u>	<u>9,311</u>
Business-type activities:										
Charges for services:										
Water and sewer	23,097	21,398	20,963	19,922	20,016	20,538	19,698	18,903	18,130	17,131
Solid waste	11,655	8,770	8,411	7,534	7,525	7,347	6,973	6,743	6,288	5,887
Operating grants and contributions	3,920	2,325	6,560	1,621	2,064	2,192	3,903	8,243	1,457	1,489
Capital grants and contributions	2,006	1,202	1,575	1,397	1,414	1,008	884	1,206	1,287	818
Total business-type activities program revenues	<u>40,678</u>	<u>33,695</u>	<u>37,509</u>	<u>30,474</u>	<u>31,019</u>	<u>31,085</u>	<u>31,458</u>	<u>35,095</u>	<u>27,162</u>	<u>25,325</u>
Total primary government program revenues	<u>\$ 51,433</u>	<u>\$ 43,220</u>	<u>\$ 48,232</u>	<u>\$ 39,124</u>	<u>\$ 41,137</u>	<u>\$ 43,479</u>	<u>\$ 40,971</u>	<u>\$ 44,392</u>	<u>\$ 39,540</u>	<u>\$ 34,636</u>

SCHEDULE 2
CITY OF ORMOND BEACH, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)
(Continued)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Net (Expense) Revenue										
Governmental activities	\$ (39,591)	\$ (40,225)	\$ (32,578)	\$ (28,247)	\$ (29,433)	\$ (27,377)	\$ (30,655)	\$ (30,897)	\$ (25,182)	\$ (27,194)
Business-type activities	8,274	(486)	9,691	3,189	3,555	3,851	3,409	2,388	2,468	366
Total primary government net expense	<u>\$ (31,317)</u>	<u>\$ (40,711)</u>	<u>\$ (22,887)</u>	<u>\$ (25,058)</u>	<u>\$ (25,878)</u>	<u>\$ (23,526)</u>	<u>\$ (27,246)</u>	<u>\$ (28,509)</u>	<u>\$ (22,714)</u>	<u>\$ (26,828)</u>
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property taxes	\$ 19,699	\$ 17,027	\$ 16,088	\$ 15,235	\$ 14,948	\$ 14,676	\$ 14,248	\$ 13,198	\$ 12,575	\$ 11,318
Sales taxes	2,934	3,076	2,931	2,665	2,307	2,366	2,349	2,230	2,138	2,047
Insurance premium taxes	1,133	1,011	805	761	671	713	674	649	672	673
Franchise and utility taxes	11,041	10,857	9,777	8,932	8,640	8,833	8,825	8,450	8,474	8,493
Unrestricted intergovernmental revenue	2,122	2,216	2,099	1,823	1,472	1,578	1,559	1,450	1,388	2,140
Interest revenue	1,295	937	137	5	165	372	177	67	46	122
Miscellaneous	1,337	1,515	1,172	1,181	972	1,105	1,440	743	1,022	658
Transfers	4,601	3,707	3,641	3,392	3,357	3,078	3,064	3,034	2,846	2,661
Total governmental activities	<u>44,162</u>	<u>40,346</u>	<u>36,650</u>	<u>33,994</u>	<u>32,532</u>	<u>32,721</u>	<u>32,336</u>	<u>29,821</u>	<u>29,161</u>	<u>28,112</u>
Business-type activities:										
Interest revenue	905	592	71	4	151	340	212	71	100	181
Miscellaneous	1	33	36	21	52	40	(61)	9	21	77
Transfers	(4,601)	(3,707)	(3,641)	(3,393)	(3,357)	(3,077)	(3,064)	(3,034)	(2,846)	(2,661)
Total business-type activities	<u>(3,695)</u>	<u>(3,082)</u>	<u>(3,534)</u>	<u>(3,368)</u>	<u>(3,154)</u>	<u>(2,697)</u>	<u>(2,913)</u>	<u>(2,954)</u>	<u>(2,725)</u>	<u>(2,403)</u>
Total primary government	<u>\$ 40,467</u>	<u>\$ 37,264</u>	<u>\$ 33,116</u>	<u>\$ 30,626</u>	<u>\$ 29,378</u>	<u>\$ 30,024</u>	<u>\$ 29,423</u>	<u>\$ 26,867</u>	<u>\$ 26,436</u>	<u>\$ 25,709</u>
Change in Net Position										
Governmental activities	\$ 4,571	\$ 121	\$ 4,072	\$ 5,747	\$ 3,099	\$ 5,344	\$ 1,681	\$ (1,076)	\$ 3,979	\$ 918
Business-type activities	4,579	(3,568)	6,157	(179)	401	1,154	496	(566)	(257)	(2,037)
Total primary government	<u>\$ 9,150</u>	<u>\$ (3,447)</u>	<u>\$ 10,229</u>	<u>\$ 5,568</u>	<u>\$ 3,500</u>	<u>\$ 6,498</u>	<u>\$ 2,177</u>	<u>\$ (1,642)</u>	<u>\$ 3,722</u>	<u>\$ (1,119)</u>

Note: The City began to report accrual information when it implemented GASB Statement 34 in fiscal year 2002

Source: City of Ormond Beach Finance Department

SCHEDULE 3
CITY OF ORMOND BEACH, FLORIDA
FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
General Fund										
Nonspendable	\$ 1,187	\$ 4,013	\$ 1,738	\$ 1,064	\$ 773	\$ 2,043	\$ 2,069	\$ 684	\$ 652	\$ 400
Restricted	880	67	67	67	67	67	67	67	67	67
Committed	-	-	-	-	-	-	-	-	-	-
Assigned	1,965	786	2,857	4,182	4,146	512	944	502	961	1,640
Unassigned	9,930	8,794	8,983	8,982	7,788	8,874	6,976	8,414	7,433	5,278
Total general fund	<u>\$ 13,962</u>	<u>\$ 13,660</u>	<u>\$ 13,645</u>	<u>\$ 14,295</u>	<u>\$ 12,774</u>	<u>\$ 11,496</u>	<u>\$ 10,056</u>	<u>\$ 9,667</u>	<u>\$ 9,113</u>	<u>\$ 7,385</u>
Other Governmental Funds										
Nonspendable	\$ 1,642	\$ 0	\$ 0	\$ 0	\$ 1,156	\$ -	\$ -	\$ 381	\$ -	\$ -
Restricted	22,509	21,130	18,871	15,825	14,415	14,799	13,449	11,370	9,405	7,466
Committed	526	553	440	390	378	374	349	328	295	272
Assigned	3,572	2,874	2,128	1,760	2,116	2,969	3,434	2,790	2,050	2,840
Unassigned	(827)	(1,065)	(1,073)	(672)	(488)	(468)	(329)	(472)	(511)	(204)
Total other governmental funds	<u>\$ 27,422</u>	<u>\$ 23,492</u>	<u>\$ 20,366</u>	<u>\$ 17,303</u>	<u>\$ 17,577</u>	<u>\$ 17,674</u>	<u>\$ 16,903</u>	<u>\$ 14,397</u>	<u>\$ 11,239</u>	<u>\$ 10,374</u>
All Governmental Funds										
Nonspendable	\$ 2,829	\$ 4,013	\$ 1,738	\$ 1,064	\$ 1,929	\$ 2,043	\$ 2,069	\$ 1,065	\$ 652	\$ 400
Restricted	23,389	21,197	18,938	15,892	14,482	14,866	13,516	11,437	9,472	7,533
Committed	526	553	440	390	378	374	349	328	295	272
Assigned	5,537	3,660	4,985	5,942	6,262	3,481	4,378	3,292	3,011	4,480
Unassigned	9,103	7,729	7,910	8,310	7,300	8,406	6,647	7,942	6,922	5,074
Total all governmental funds	<u>\$ 41,384</u>	<u>\$ 37,152</u>	<u>\$ 34,011</u>	<u>\$ 31,598</u>	<u>\$ 30,351</u>	<u>\$ 29,170</u>	<u>\$ 26,959</u>	<u>\$ 24,064</u>	<u>\$ 20,352</u>	<u>\$ 17,759</u>

Source: City of Ormond Beach Finance Department

SCHEDULE 4
CITY OF ORMOND BEACH, FLORIDA
CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Revenues										
Taxes	\$ 33,015	\$ 30,113	\$ 27,891	\$ 26,216	\$ 25,424	\$ 25,551	\$ 25,023	\$ 23,582	\$ 22,959	\$ 21,652
Licenses and permits	2,426	1,484	1,723	1,421	1,318	1,257	1,354	1,353	1,182	1,027
Intergovernmental	8,201	8,727	9,486	6,829	7,747	9,965	6,469	6,190	9,191	6,864
Charges for services	3,466	3,665	3,640	3,648	3,303	3,782	4,207	4,071	4,021	3,810
Fines and forfeitures	229	108	87	157	78	106	117	167	162	142
Miscellaneous	5,923	5,112	3,651	3,351	3,419	3,516	3,746	3,106	2,917	3,032
Total revenues	<u>53,260</u>	<u>49,209</u>	<u>46,478</u>	<u>41,622</u>	<u>41,289</u>	<u>44,177</u>	<u>40,916</u>	<u>38,469</u>	<u>40,432</u>	<u>36,527</u>
Expenditures										
General government	9,464	7,617	6,460	6,395	5,991	5,922	5,430	5,512	5,142	4,863
Public safety	21,131	19,187	17,568	16,416	16,755	15,695	14,724	14,563	13,933	13,687
Public works	8,659	8,441	7,752	6,947	7,132	6,753	6,757	6,429	4,860	5,369
Culture and recreation	7,709	7,078	6,402	5,992	6,106	6,265	6,284	6,290	6,371	5,766
Human services	111	116	132	163	117	170	612	200	65	256
Economic development	357	386	354	292	414	310	329	287	360	300
Capital improvements	10,424	6,200	8,107	6,467	7,231	8,535	5,578	3,853	8,930	7,207
Debt service:										
Principal	592	859	1,097	1,075	1,035	1,336	1,302	1,190	990	859
Interest and other	147	130	154	178	161	202	228	234	268	282
Total expenditures	<u>58,594</u>	<u>50,014</u>	<u>48,026</u>	<u>43,925</u>	<u>44,942</u>	<u>45,188</u>	<u>41,244</u>	<u>38,558</u>	<u>40,919</u>	<u>38,589</u>
Excess of revenues over (under) expenditures	<u>(5,334)</u>	<u>(805)</u>	<u>(1,548)</u>	<u>(2,303)</u>	<u>(3,653)</u>	<u>(1,011)</u>	<u>(328)</u>	<u>(89)</u>	<u>(487)</u>	<u>(2,062)</u>
Other Financing Sources (Uses)										
Transfers in	8,381	8,007	9,358	6,553	6,641	6,107	7,487	6,556	5,767	5,069
Transfers out	(2,957)	(4,060)	(5,397)	(3,004)	(3,185)	(2,885)	(4,264)	(3,137)	(2,808)	(2,296)
Issuance of debt	4,142	-	-	-	1,377	-	-	381	122	836
Total other financing sources (uses)	<u>9,566</u>	<u>3,947</u>	<u>3,961</u>	<u>3,549</u>	<u>4,833</u>	<u>3,222</u>	<u>3,223</u>	<u>3,800</u>	<u>3,081</u>	<u>3,609</u>
Net change in fund balance	<u>\$ 4,232</u>	<u>\$ 3,142</u>	<u>\$ 2,413</u>	<u>\$ 1,246</u>	<u>\$ 1,180</u>	<u>\$ 2,211</u>	<u>\$ 2,895</u>	<u>\$ 3,711</u>	<u>\$ 2,594</u>	<u>\$ 1,547</u>
Debt service as a percentage of noncapital expenditures	1.53%	2.26%	3.13%	3.35%	3.17%	4.20%	4.29%	4.10%	3.93%	3.64%

Source: City of Ormond Beach Finance Department

SCHEDULE 5
CITY OF ORMOND BEACH, FLORIDA
GENERAL FUND BALANCE COMPARED TO ANNUAL EXPENDITURES
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year Ending September 30	Unassigned Fund Balance	General Fund Annual Expenditures (1)	Balance as % of Expenditures
2015	5,169	29,183	17.71%
2016	6,952	29,784	23.34%
2017	6,433	34,362	18.72%
2018	6,976	31,519	22.13%
2019	8,874	31,962	27.76%
2020	10,147	33,376	30.40%
2021	8,982	33,118	27.12%
2022	8,983	35,492	25.31%
2023	8,794	39,126	22.48%
2024	9,930	44,098	22.52%

Source: City of Ormond Beach Finance Department

SCHEDULE 6
CITY OF ORMOND BEACH, FLORIDA
GENERAL GOVERNMENTAL EXPENDITURES AND OTHER USES BY FUNCTION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year Ended	Total	General	Government	Public Safety		Human Services		Capital Improvements		Economic Environment		Transportation		Culture and Recreation		Transfers Out	
General Fund																	
2015	28,393	4,800	17%	12,959	46%	10	-%	-	-%	300	1%	3,929	14%	5,447	19%	948	3%
2016	29,717	5,080	17%	13,226	45%	7	-%	-	-%	360	1%	3,755	13%	5,817	20%	1,472	5%
2017	32,256	5,411	17%	13,913	43%	33	-%	-	-%	287	1%	5,057	16%	5,544	17%	2,011	6%
2018	33,932	5,319	16%	14,039	41%	508	-%	-	-%	329	1%	5,022	15%	5,875	17%	2,840	8%
2019	33,387	5,797	17%	14,914	45%	11	-%	-	-%	311	1%	5,054	15%	5,863	18%	1,437	4%
2020	34,548	5,931	17%	16,021	46%	94	-%	48	-%	414	1%	5,109	15%	5,758	17%	1,173	3%
2021	34,977	6,185	18%	15,629	45%	90	-%	45	-%	285	1%	5,194	15%	5,691	16%	1,858	5%
2022	39,705	6,248	16%	16,742	42%	110	-%	11	-%	350	1%	5,902	15%	6,128	15%	4,214	11%
2023	42,042	7,337	17%	18,052	43%	94	-%	8	-%	382	1%	6,498	15%	6,754	16%	2,917	7%
2024	45,725	9,311	20%	19,975	44%	84	-%	648	-%	357	1%	6,453	14%	7,269	16%	1,628	4%
Combined Special Revenue Funds																	
2015	5,734	63	1%	702	12%	246	4%	-	-%	-	-%	4,397	77%	11	0%	315	6%
2016	8,018	61	1%	693	9%	58	1%	-	-%	-	-%	6,625	83%	210	3%	371	6%
2017	4,565	73	2%	649	14%	167	4%	-	-%	-	-%	3,117	68%	215	5%	344	9%
2018	4,469	111	2%	685	15%	104	2%	-	-%	-	-%	1,736	39%	409	9%	1,424	33%
2019	7,044	55	1%	762	11%	58	1%	-	-%	-	-%	5,415	77%	14	0%	740	12%
2020	4,989	0	0%	690	14%	23	0%	2,295	-%	-	-%	1,731	35%	11	0%	239	6%
2021	10,700	210	2%	787	7%	73	1%	6,422	-%	7	-%	1,753	16%	302	3%	1,146	12%
2022	12,497	211	2%	826	7%	23	0%	8,096	-%	35	-%	1,850	15%	274	2%	1,182	10%
2023	1,186	0	0%	1,011	85%	0	0%	143	-%	3	-%	0	0%	29	2%	0	1%
2024	1,223	0	0%	1,133	93%	0	0%	55	-%	-	-%	0	0%	35	3%	0	1%

Capital outlay included under Transportation.

Source: City of Ormond Beach Finance Department

SCHEDULE 7
CITY OF ORMOND BEACH, FLORIDA
TAX REVENUES BY SOURCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year	Property	Local Option Gas (6 cents)	Local Option Gas (5 cents)	Franchise CST and Utilities	Fire Insurance Premium	Casualty Insurance Premium	Total
2015	11,320	670	496	8,493	358	315	21,652
2016	12,575	711	528	8,473	338	334	22,959
2017	13,201	783	499	8,450	306	343	23,582
2018	14,248	750	550	8,825	295	380	25,048
2019	14,676	762	558	8,833	306	407	25,542
2020	14,936	675	496	8,630	259	411	25,407
2021	15,234	743	545	8,932	346	415	26,215
2022	16,080	713	515	9,777	365	440	27,890
2023	17,038	701	505	10,857	505	507	30,113
2024	19,544	749	548	11,042	552	581	33,016
Change 2015 – 2024	72.7%	11.8%	10.5%	30.0%	54.2%	84.4%	52.5%

**SCHEDULE 8
CITY OF ORMOND BEACH, FLORIDA
GROSS TAXABLE VALUE AND COMPOSITION BY MAJOR PROPERTY CLASSIFICATION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024**

Fiscal Year	Residential	%	Commercial	%	Industrial	%	All Other Categories	%	Total Final Gross Taxable Value	% Change From Prior Year	Total Direct Tax Rate
2015	1,928,687,714	72.7%	428,018,226	16.1%	90,431,243	3.4%	205,921,497	7.8%	2,653,058,680	N/A	4.406
2016	1,996,385,162	70.1%	449,258,227	15.8%	99,341,657	3.5%	303,665,736	10.7%	2,848,650,782	7.4%	4.557
2017	2,092,102,715	69.5%	484,818,216	16.1%	104,545,988	3.5%	328,704,669	10.9%	3,010,171,588	5.7%	4.536
2018	2,258,133,907	69.6%	526,072,540	16.2%	114,781,024	3.5%	345,422,008	10.6%	3,244,409,479	7.8%	4.536
2019	2,415,581,271	69.8%	567,382,211	16.4%	121,026,020	3.5%	355,133,647	10.3%	3,459,123,149	6.6%	4.389
2020	2,562,846,583	69.9%	608,983,268	16.6%	124,459,132	3.4%	369,434,606	10.1%	3,665,723,589	6.0%	4.220
2021	2,710,451,090	69.3%	681,665,115	17.4%	135,273,710	3.5%	386,589,630	9.9%	3,913,979,545	6.8%	4.031
2022	2,870,888,510	69.6%	710,662,930	17.2%	145,708,714	3.5%	398,655,508	9.7%	4,125,915,662	5.4%	4.031
2023	3,216,613,601	70.1%	763,406,484	16.6%	171,458,649	3.7%	435,443,764	9.5%	4,586,922,498	11.2%	3.846
2024	3,394,915,810	67.2%	972,042,295	19.2%	194,737,323	3.9%	490,423,095	9.7%	5,052,118,523	10.1%	3.926

Notes: The City assesses property annually. Property is assessed at actual market value.

Source: Volusia County Property Appraiser

**SCHEDULE 9
CITY OF ORMOND BEACH, FLORIDA
DIRECT AND OVERLAPPING PROPERTY TAX RATES AND TAX LEVIES
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024**

Fiscal Year Ended	Ormond Beach			School District	Volusia County	Mosquito Control	Inlet and Port Authority	Halifax Hospital*	St. Johns	Florida Inland	Total - All Taxing Districts
	Operating Millage	Debt Service Millage	Total City Millage						Water Management District		
2015	4.118	0.288	4.406	7.336	7.271	0.188	0.093	1.000	0.316	0.035	20.645
2016	4.284	0.273	4.557	7.197	7.271	0.188	0.093	0.955	0.302	0.032	20.595
2017	4.284	0.252	4.536	6.840	7.052	0.188	0.093	0.756	0.289	0.032	19.786
2018	4.284	0.252	4.536	6.792	7.052	0.188	0.093	0.378	0.272	0.032	19.344
2019	4.165	0.224	4.389	6.281	6.646	0.188	0.093	0.355	0.256	0.032	18.241
2020	4.087	0.133	4.220	6.081	6.542	0.188	0.093	0.355	0.241	0.032	17.752
2021	3.907	0.124	4.031	5.907	6.151	0.178	0.088	0.988	0.229	0.032	17.603
2022	3.913	0.118	4.031	5.802	6.299	0.178	0.085	0.953	0.219	0.032	17.598
2023	3.761	0.085	3.846	5.482	5.313	0.178	0.076	0.861	0.197	0.032	15.986
2024	3.926	0.080	4.006	5.409	5.671	0.178	0.069	0.788	0.179	0.029	16.329
2015	10,940	765	11,705	19,488	19,315	499	247	2,657	841	92	54,844
2016	12,204	777	12,981	20,621	21,236	566	280	2,277	859	96	58,916
2017	12,901	759	13,660	20,597	21,236	566	280	2,277	869	96	59,581
2018	12,901	759	13,660	20,454	21,236	566	280	1,139	820	96	58,250
2019	14,397	774	15,171	21,709	22,972	650	321	1,226	886	111	63,045
2020	14,973	487	15,460	22,278	23,967	689	340	1,301	884	117	65,036
2021	15,290	485	15,775	23,118	24,073	697	344	3,866	895	125	68,894
2022	16,144	487	16,631	23,939	25,987	735	349	3,932	903	132	72,607
2023	17,251	390	17,641	25,146	24,372	817	349	3,948	905	147	73,324
2024	19,835	404	20,239	27,327	28,650	900	350	3,980	906	146	82,496

* Tax levy based on homestead exemption and nonexempt values.

Note: Tax levy indicated is for Ormond Beach only. Property tax rates are based upon \$1,000 of assessed taxable value.

**SCHEDULE 10
CITY OF ORMOND BEACH, FLORIDA
PRINCIPAL PROPERTY TAXPAYERS
CURRENT FISCAL YEAR AND TEN YEARS AGO**

Name	Type of Business	2023			2015		
		Taxable Assessed Value (in Thousands)	Rank	Percentage Taxable Assessed Value	Taxable Assessed Value (in Thousands)	Rank	Percentage Taxable Assessed Value
Florida Power & Light Company	Power Company	\$ 81,776	1	1.78%			
Bermuda Estates	Resort	33,067	2	0.72%			
CS1031 The Falls at Ormond Beach	Resort	29,876	3	0.65%			
Casa Del Mar Beach Resort Assoc	Apartments	29,101	4	0.63%			
Waypoint Ormond Beach	Resort	27,095	5	0.59%			
Northwestern Mutual Life	Resort	26,924	6	0.59%			
Security First Insurance	Insurance	23,639	7	0.52%			
Royal Floridian Condo Assoc	Resort	23,606	8	0.51%			
Royal Floridian South By	Retail	23,374	9	0.51%			
Playtex Manufacturing, Inc.	Manufacturing	22,428	10	0.49%			
Florida Power & Light Company	Power Company				\$ 33,522	1	1.26%
Casa Del Mar Joint Venture	Resort				22,942	2	0.86%
Royal Floridian Condo Association	Resort				18,360	3	0.69%
Cove II Owners Association, Inc.	Resort				17,778	4	0.67%
Bermuda Estates	Apartments				17,398	5	0.65%
Playtex Manufacturing, Inc.	Manufacturing				16,744	6	0.63%
Waypoint Ormond Beach					15,325	7	0.58%
J-7 Land Partners LLP	Retail				12,226	8	0.46%
Royal Floridian South by Spinnaker LLC	Resort				12,038	9	0.45%
Bear Creek Venture Ltd.					11,300	10	0.43%
		<u>\$ 298,458</u>		<u>6.99%</u>	<u>\$ 177,633</u>		<u>6.68%</u>

Source: Volusia County Property Appraiser 2023 not available as of 2/4/2025

SCHEDULE 11
CITY OF ORMOND BEACH, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year Ended	Taxes Levied for the Fiscal Year	Collected within the Fiscal		Collections in Subsequent Years ⁽²⁾	Total Collections to Date	
		Year of the Levy			Percentage of	
		Amount	Percentage of Levy ⁽¹⁾		Amount	Percentage of Levy
2015	11,705	11,283	96.4	260	11,543	98.6
2016	12,981	12,319	94.9	-	12,319	94.9
2017	13,660	12,994	95.1	207	13,201	96.6
2018	14,717	13,920	94.6	303	14,223	96.6
2019	15,171	14,402	94.9	274	14,676	96.7
2020	15,460	14,979	96.9	258	15,237	98.6
2021	15,775	14,996	95.1	237	15,233	96.6
2022	16,630	16,121	96.9	242	16,363	98.4
2023	17,641	17,038	96.6	277	17,315	98.2
2024	20,228	20,219	100	440	20,659	102.1

Notes: (1) Taxes are levied on November 1 of each year. Taxes are due by March 31 of the

(2) Details relating to collections in subsequent years is unavailable. Subsequent collections

Source: Volusia County Property Appraiser

SCHEDULE 12
CITY OF ORMOND BEACH, FLORIDA
FRANCHISE AND UTILITIES SERVICE TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year Ended	Total Tax	Electric Utilities	Communications Taxes	Gas Utilities	Electric Franchise	Gas Franchise
2015	8,491	3,673	1,708	133	2,921	56
2016	8,474	3,775	1,624	121	2,895	59
2017	8,449	3,788	1,597	136	2,880	48
2018	8,825	4,001	1,669	143	2,960	52
2019	8,834	4,064	1,582	135	3,002	51
2020	8,639	4,040	1,583	138	2,828	50
2021	8,933	4,138	1,564	192	3,015	24
2022	9,777	4,368	1,650	182	3,521	56
2023	10,858	4,967	1,734	226	3,920	11
2024	11,042	5,196	1,823	238	3,750	35
Change 2015- 2024	30.04%	41.46%	6.73%	78.95%	28.38%	-37.50%

Source: City of Ormond Beach Finance Department

**SCHEDULE 13
CITY OF ORMOND BEACH, FLORIDA
SCHEDULE OF PROPERTY VALUATIONS AND
PROPERTY TAX MILLAGE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)**

Fiscal Year	Valuation				Property Tax Millage									Total
	Total Assessed	Exempt	Percent Exempt	Taxable	Percent Taxable	Operating	Capital Improvements	Transportation Improvements	General Facilities Renewal and Replacement	Vehicle Replacement	Public Safety Fund	Leisure Service Fund	Debt Service	
2015	3,443,174	790,115	22.95	2,653,059	77.05	3.587	0.144	0.231	0.156	-			0.288	4.406
2016	3,654,848	806,197	22.06	2,848,651	77.94	3.687	0.144	0.231	0.186	0.037			0.273	4.557
2017	3,844,350	834,179	21.70	3,010,171	78.30	3.721	0.139	0.173	0.173	0.078			0.252	4.536
2018	4,103,065	858,632	20.93	3,244,433	79.07	3.760	0.129	0.161	0.161	0.073			0.252	4.536
2019	4,343,043	884,543	20.37	3,458,500	79.63	3.674	0.121	0.151	0.151	0.068			0.224	4.389
2020	4,560,399	894,676	19.62	3,665,723	80.38	3.566	0.115	0.142	0.142	0.122			0.133	4.220
2021	4,747,380	933,400	19.66	3,813,980	80.34	3.417	0.107	0.134	0.134	0.115			0.124	4.031
2022	4,847,379	933,399	19.26	3,913,980	80.74	3.348	0.102	0.127	0.127	0.051	0.158		0.118	4.031
2023	5,591,267	1,004,345	17.96	4,586,922	82.04	3.248	0.093	0.115	0.115	0.046	0.144		0.085	3.846
2024	6,106,512	1,057,007	17.31	5,049,505	82.69	3.262	0.084	0.104	0.165	0.044	0.163	0.104	0.080	4.006

Note: Fiscal Year 2021-22 dedicated millage for a Public Safety Fund, Fund (305)

Source: Volusia County Property Appraiser

SCHEDULE 14
CITY OF ORMOND BEACH, FLORIDA
GENERAL GOVERNMENTAL REVENUES AND OTHER SOURCES BY FUNCTION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year Ended	Inter-											Miscellaneous Revenue		Other Financing	
	Licenses, Permits &			Governmental Revenues		Charges for Services		Fines and Forfeitures		(1)		Sources (2)			
	Total	Taxes	Fees (3)	General Fund											
2015	29,660	17,707	60%	1,027	3%	3,563	12%	1,094	4%	135	0%	2,447	9%	3,687	12%
2016	31,446	18,650	59%	1,182	4%	3,703	12%	1,214	4%	139	0%	2,307	8%	4,251	14%
2017	32,802	16,687	51%	3,939	12%	4,256	13%	1,206	4%	153	0%	2,517	9%	4,044	12%
2018	34,321	17,892	52%	4,071	12%	4,244	12%	1,333	4%	96	0%	2,596	9%	4,089	12%
2019	34,828	21,120	61%	1,257	4%	4,240	12%	1,242	4%	90	0%	2,752	9%	4,127	12%
2020	35,786	21,263	59%	1,318	4%	5,340	15%	763	2%	63	0%	2,701	9%	4,338	12%
2021	36,496	21,842	60%	1,421	4%	4,810	13%	1,110	3%	143	0%	2,703	8%	4,467	12%
2022	39,054	23,096	59%	1,723	4%	5,336	14%	1,049	3%	63	0%	3,120	9%	4,667	12%
2023	42,058	25,243	60%	1,484	4%	5,526	13%	1,082	3%	71	0%	3,873	10%	4,779	11%
2024	46,026	26,969	59%	2,426	5%	6,184	13%	829	2%	64	0%	3,845	9%	5,709	12%
Combined Special Revenue Funds															
2015	7,106	673	9%	-	-%	3,044	43%	2,716	38%	7	0%	251	4%	415	6%
2016	8,574	672	8%	-	-%	4,389	51%	2,807	33%	23	0%	243	3%	440	5%
2017	5,364	649	12%	-	-%	938	17%	2,864	53%	14	0%	258	5%	641	12%
2018	5,507	674	12%	-	-%	930	17%	2,873	52%	22	0%	311	6%	697	13%
2019	6,927	713	10%	-	-%	3,249	47%	2,539	37%	16	0%	344	5%	66	1%
2020	4,636	670	14%	-	-%	1,090	24%	2,540	55%	15	0%	255	6%	66	1%
2021	11,679	4,374	37%	-	-%	2,020	17%	2,538	22%	14	0%	648	6%	2,085	18%
2022	16,644	4,795	29%	-	-%	4,151	25%	2,591	16%	24	0%	395	2%	4,688	28%
2023 (4)	1,236	1,011	82%	-	-%	40	3%	-	0%	38	3%	147	12%	-	0%
2024	1,740	1,133	65%	-	-%	40	2%	-	0%	164	9%	70	4%	333	19%

(1) Miscellaneous encompasses miscellaneous revenues, rentals and interest on investments per the incorporation of the Uniform Accounting System for Units of Local Governments in the State of Florida.

(2) Includes proceeds from issuance of long-term debt and transfers in.

(3) Franchise fees as of 2017 are included in this field.

(4) 2023 Stormwater Named Major Fund for 2023

Source: City of Ormond Beach Finance Department

SCHEDULE 15
CITY OF ORMOND BEACH, FLORIDA
SCHEDULE OF IMPACT FEES
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year	West Ormond District Reuse	Primary Water System	Primary Sewer System	Recrea- tional Facility	Adminis- trative Facility	Conser- vation Land	Cultural Facility	Fire Protection Facility	Law Enforce- ment Facility	Local Roads	Road Drainage	Storm- Water Drainage
2015	-	489	303	139	-	-	-	-	-	33	-	25
2016	-	515	435	243	-	-	-	-	-	38	-	23
2017	-	592	532	207	-	-	-	-	-	54	-	24
2018	-	473	438	126	-	-	-	-	-	32	-	33
2019	-	428	406	75	-	-	-	-	-	24	-	12
2020	-	643	604	175	-	-	-	-	-	63	-	23
2021	-	684	653	195	-	-	-	-	-	128	-	36
2022	-	770	677	169	-	-	-	-	-	102	-	36
2023	-	444	545	32	-	-	-	-	-	41	-	25
2024	-	609	1,159	314	-	-	-	41	33	542	-	18

Note: In 2007, the City refunded \$18 of previously recorded West Ormond District Reuse Impact Fees.

Source: City of Ormond Beach Finance Department

SCHEDULE 16
CITY OF ORMOND BEACH, FLORIDA
INTEREST EARNED—ALL FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year	Governmental Funds				Proprietary Funds		Fiduciary Funds	Total All Funds
	General Fund	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Enterprise Funds	Internal Service Funds	Pension Trust Fund	
2015	67	24	-	44	181	-	2,308	2,624
2016	69	11	-	15	100	-	2,123	2,318
2017	25	28	-	19	79	-	1,999	2,150
2018	56	76	-	45	222	-	2,355	2,754
2019	159	131	-	82	340		2,623	3,335
2020	73	48	-	44	152		2,322	2,639
2021	2	1	-	1	4		2,351	2,359
2022	45	30	-	20	71		3,459	3,625
2023	362	318	-	189	592		3,155	4,616
2024	453	474	-	270	905		3,482	5,584

Source: City of Ormond Beach Finance Department

SCHEDULE 17
CITY OF ORMOND BEACH, FLORIDA
RATIO OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
September 30, 2024
(In Thousands, Except Per Capita)

Fiscal Year	General Obligation Bonds	Taxable Value of Property	Percentage of Actual Taxable Value of Property	Per Capita	Other Governmental Activities Debt				
					Special Obligation Bonds	Tax Increment Revenue Bonds	Capital Improvement Note	Other Long Term Payables	Capital Leases
2015	5,928	2,653,059	0.22%	148	-	-	1,178		835
2016	5,385	2,848,650	0.19%	133	-	-	1,066	2,297	588
2017	4,828	3,244,409	0.15%	120	-	-	949	1,943	806
2018	4,243	3,247,839	0.13%	99	-	-	828	1,700	452
2019	3,640	3,456,325	0.11%	85	-	-	702	1,237	309
2020	3,285	3,663,498	0.09%	75	-	-	572	883	1490
2021	2,920	3,913,979	0.07%	68	-	-	437	529	1268
2022	2,545	4,125,916	0.06%	58	-	-	297	177	1040
2023	2,160	4,586,922	0.05%	50	-	-	151	-	888
2024	1,875	5,049,505	0.04%	42	-	-	2500	-	2374
Business-type Activities									
Year	Revenue Bonds	Fund Loans	Capital Leases		Government	Personal Income	Per Capita		
2015	32,121	12,186	-		52,248	3.61%	1,306		
2016	29,040	11,604	-		49,980	3.24%	1,238		
2017	29,946	11,006	-		49,478	3.21%	1,226		
2018	26,495	10,387	-		44,105	2.86%	1,093		
2019	27,602	9,752	-		43,242	2.88%	995		
2020	24,077	9,099	-		39,406	2.59%	901		
2021	20,463	8,426	-		34,043	2.27%	789		
2022	16,750	7,733	-		28,542	1.71%	656		
2023	13,421	7,018	-		23,638	1.42%	543		
2024	23,403	6,284	-		36,436	2.19%	816		

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

See Schedule 24 for personal income and population data.

Source: City of Ormond Beach Finance Department

SCHEDULE 18
CITY OF ORMOND BEACH, FLORIDA
RATIO OF NET GENERAL BONDED DEBT TO
ASSESSED VALUE AND NET BONDED DEBT PER CAPITA
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year	Assessed Value (1)	Gross General Bonded Debt (2)	Less Debt Service Fund	Net General Bonded Debt	General Bonded Debt to Assessed Value	Estimated Population n (4)	Net General Debt Per Capita
2015	3,443,174	5,928	115	5,813	0.17%	40	145.33
2016	3,654,848	5,385	189	5,196	0.14%	40	129.90
2017	4,103,066	4,828	200	4,628	0.11%	40	115.70
2018	4,103,065	4,243	228	4,015	0.10%	42	95.60
2019	4,343,043	3,640	246	3,394	0.08%	43	78.93
2020	4,560,399	3,285	241	3,044	0.07%	44	69.18
2021	4,747,380	2,920	90	2,830	0.06%	45	62.89
2022	4,847,379	2,545	85	2,460	0.05%	45	54.67
2023	5,591,267	2,160	149	2,011	0.04%	45	44.69
2024	6,106,512	1,875	159	1,716	0.03%	45	38.13

(1) From Schedule 13

(2) From Schedule 17

(3) Amount available for repayment of General Obligation Bonds

(4) From Schedule 24

Source: City of Ormond Beach Finance Department

SCHEDULE 19
CITY OF ORMOND BEACH, FLORIDA
RATIO OF ANNUAL DEBT SERVICE FOR GENERAL BONDED
DEBT TO TOTAL GENERAL GOVERNMENTAL EXPENDITURES
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year	Principal	Interest (1)	Total Debt Service	Total General Governmental Expenditures (2)	Ratio of Debt Service to General Governmental Expenditures
2014	506	219	725	37,986	1.91
2015	525	202	727	34,127	2.13
2016	543	193	736	37,735	1.95
2017	557	170	727	36,821	1.97
2018	585	159	744	38,401	1.94
2019	603	149	752	40,431	1.86
2020	355	124	479	39,537	1.21
2021	365	113	478	45,677	1.05
2022	385	100	485	52,202	0.93
2023	385	88	473	45,110	1.05
2024	285	75	360	46,948	0.77

(1) Includes bond issuance and other costs

(2) Schedule 6

Source: City of Ormond Beach Finance Department

SCHEDULE 20
CITY OF ORMOND BEACH, FLORIDA
COMPUTATION OF DIRECT AND OVERLAPPING DEBT
SEPTEMBER 30, 2024
(In Thousands)

	<u>Net Debt Outstanding</u>	<u>Percentage Applicable to the Governmental Unit</u>	<u>City of Ormond Beach — Share of Debt</u>
Direct:			
City of Ormond Beach	\$ 6,749 (1)	100.00%	\$ 6,749
Overlapping:			
Volusia County	64,484 (2)	9.49%	\$ 6,120
Total direct and overlapping debt			<u>\$ 12,869</u>

(1) From Schedule 17

(2) Volusia County

Notes: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Ormond Beach, Florida. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident – and therefore responsible for repaying the debt – of each overlapping government.

For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values.

Source: City of Ormond Beach Finance Department

SCHEDULE 21
CITY OF ORMOND BEACH, FLORIDA
REVENUE BOND COVERAGE
WATER AND SEWER SYSTEM FUND
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Fiscal Year End	Gross Revenues	Operating Expense	Net Revenues	Debt Service Requirements	Debt Service Coverage
2015	17,374	9,190	8,184	4,042 (5)	2.02
2016	18,244	8,817	9,427	4,036 (5)	2.34
2017	19,311	9,510	9,801	4,041 (6)	2.43
2018	19,700	10,140	9,560	3,713 (6)	2.57
2019	20,546	10,703	9,843	4,071 (6)	2.42
2020	20,065	10,031	10,034	4,179 (6)	2.4
2021	19,927	9,976	9,951	4,287 (6)	2.32
2022	20,978	10,734	10,244	4,406 (6)	2.33
2023	21,398	13,519	7,879	4,043 (6)	1.95
2024	23,098	14,411	8,687	3,753 (6)	2.31

- (1) Maximum Debt Service for Series 2000, Series 2004 and Series 2006 combined.
(2) Maximum Debt Service for Series 2000, Series 2004, Series 2006 and Series 2007 combined.
(3) Maximum Debt Service for Series 2004, Series 2006, Series 2007 and Series 2010 combined.
(4) Maximum Debt Service for Series 2004, Series 2010, Series 2013A, Series 2013B and Series 2013C combined.
(5) Maximum Debt Service for Series 2004, Series 2010, Series 2013A, Series 2013B Series 2013 C and Series 2015 combined.
(6) Maximum Debt Service for Series 2004, Series 2010, Series 2013A, Series 2013B Series 2013 C, Series 2015, Series 2017 and Series 2019 combined.

Source: City of Ormond Beach Finance Department

SCHEDULE 22
CITY OF ORMOND BEACH, FLORIDA
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

The Constitution of the State of Florida, Florida Statute 200.181, and the Charter of the City of Ormond Beach, Florida set no legal debt margin.

SCHEDULE 23
CITY OF ORMOND BEACH, FLORIDA
PLEDGED-REVENUE COVERAGE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Water & Wastewater Revenue Bonds

Fiscal Year	Utility Service Charges	Less: Operating Expenses	Net Available Revenue	Principal	Interest	Coverage
2015	17,131	9,287	7,844	2,902	1,184	1.92
2016	18,244	8,817	9,427	2,610	1,187	2.48
2017	18,913	9,510	9,403	3,238	1,139	2.15
2018	17,773	10,140	7,633	3,352	1,120	1.71
2019	20,538	10,703	9,835	4,071	1,045	1.92
2020	20,016	10,032	9,984	4,179	1,029	1.92
2021	19,922	9,976	9,946	4,287	931	1.91
2022	20,963	10,734	10,229	4,406	798	1.97
2023	20,963	13,519	7,444	4,043	685	1.57
2024	23,097	14,229	8,868	3,753	608	2.03

Notes:

Fiscal year 2004 – principal amount of water & wastewater revenue bonds reflects the net change in bonds for the fiscal year due to bond refunding.

Fiscal year 2010 – principal amount of water & wastewater revenue bonds reflects the net change in bonds for the fiscal year due to bond refunding.

Fiscal year 2013 – principal amount of water & wastewater revenue bonds reflects the net change in bonds for the fiscal year due to bond refunding.

Fiscal year 2015 – principal amount of water & wastewater revenue bonds reflects the net change in bonds for the fiscal year due to bond refunding.

Source: City of Ormond Beach Finance Department

SCHEDULE 24
CITY OF ORMOND BEACH, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

Fiscal Year	Population⁽¹⁾	Personal Income (<i>In thousands</i>)	Per Capita Personal Income⁽²⁾	Median Age⁽³⁾	Unemployment Rate⁽⁴⁾
2015	40,013	1,447,230	36,169	46.6	5.00%
2016	40,366	1,541,860	38,197	46.6	5.20%
2017	40,722	1,591,660	39,086	47.0	3.70%
2018	42,816	1,427,314	33,336	51.0	3.20%
2019	43,475	1,503,322	34,579	51.5	3.20%
2020	43,759	1,523,645	34,819	50.8	5.90%
2021	43,500	1,514,627	34,819	50.2	4.30%
2022	44,069	1,687,005	38,281	52.5	2.80%
2023	44,277	1,899,439	42,899	51.5	3.07%
2024	44,663	1,973,033	44,176	51.9	4.00%

Sources: (1) Bureau of Economic and Business Research, University of Florida
(2) United States Department of Commerce, Bureau of Economic Analysis,
(3) Volusia County, Florida
(4) Bureau of Labor Statistics

Source: City of Ormond Beach Finance Department

SCHEDULE 25
CITY OF ORMOND BEACH, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND TEN YEARS AGO
SEPTEMBER 30, 2024

Fiscal Year 2024			Fiscal Year 2015		
Employer	Number of Employees	Percent of Total Employment	Employer	Number of Employees	Percent of Total Employment
Volusia County School Board	8,197	3.13	Volusia County School Board	7,742	3.25
Advent Healthcare	4,312	1.64	Halifax Community Health	4,294	1.80
Publix Supermarkets	4,069	1.55	Floirda Hospital - All Divisions	4,040	1.70
Walmart	3,586	1.37	County of Volusia	3,333	1.40
State of Florida	2,628	1.00	Publix Supermarkets Incorporated	3,241	1.36
County of Volusia	2,464	0.94	State of Florida	2,758	1.16
Embry-Riddle University	1,973	0.75	Walmart	1,875	0.79
Stetson University	1,590	0.61	Daytona State College	1,711	0.72
Daytona State College	1,424	0.54	Embry Riddle Aeronautical University	1,483	0.62
Amazon	1,300	0.50	U.S Government	1,216	0.51
Total	31,543	12.03	Total	31,693	13.31
Estimated total workforce	262,170		Estimated total workforce	238,311	

Note: No statistics are kept on primary employers within the City of Ormond Beach, Florida
2022 information is not available

Sources: County of Volusia, Department of Economic Development (Latest Available Data)
Labor Market Statistics, Florida Research and Economic Database

SCHEDULE 26
CITY OF ORMOND BEACH, FLORIDA
AUTHORIZED POSITIONS BY DEPARTMENT/DIVISION/SECTION
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
City Administration	4.00	4.00	4.00	4.00	4.00	3.00	3.00	2.60	2.60	2.60
Support Services	4.00	4.00	4.00	4.00	3.00	4.00	4.00	4.00	4.00	4.00
City Attorney	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Human Resources	4.00	3.00	3.00	3.00	4.00	5.00	4.50	4.50	4.00	4.00
Finance:										
Budget/Finance	10.00	10.00	10.00	10.00	9.65	6.65	6.65	6.65	6.65	6.90
Utility and Customer Services	12.00	12.00	12.00	12.00	12.35	12.35	12.35	12.35	11.85	11.85
Information Technology	7.00	7.00	7.00	7.00	7.00	6.00	6.00	6.00	6.00	5.00
Planning	6.00	5.60	5.60	5.60	5.25	5.25	5.25	5.25	5.25	5.25
Building Inspection/Permitting	12.00	12.00	12.00	11.00	11.35	11.35	10.35	10.35	9.35	9.35
Economic Development	1.00	1.00	1.00	1.00	0.90	1.00	0.90	0.90	0.90	0.90
Police Department	95.00	94.00	91.50	88.50	89.50	88.50	87.82	87.82	90.32	85.32
Neighborhood Improvement	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	5.00
Fire Department	49.00	48.00	48.00	48.00	47.00	47.00	47.00	47.00	47.00	50.00
Public Works Department:										
Public Works Administration										
Engineering	12.00	12.00	12.00	12.00	12.25	12.25	12.25	11.83	10.83	10.83
Streets and Roadside Maintenance	21.00	19.00	19.00	19.00	19.05	19.05	18.05	16.80	16.80	17.80
Fleet Operations Management	5.50	5.50	5.50	5.50	5.50	4.50	4.50	5.50	5.50	5.50
Stormwater Drainage	11.00	10.00	10.00	10.00	9.90	9.90	9.00	8.70	8.70	8.70
Water Treatment and Distribution	37.50	36.50	34.00	34.00	30.10	29.60	29.60	29.05	28.60	27.60
Wastewater Collection and Treatment	28.00	26.00	25.00	25.00	28.10	27.60	27.60	27.60	27.60	27.10
Solid Waste Collection and Disposal	2.00	1.00	1.00	1.00	0.65	0.65	1.65	1.65	1.65	1.65
Recycling	-	-	-	-	0.35	0.35	0.35	0.35	0.35	0.35
Street Sweeping										-
Yard Waste Mulching										-
Leisure Services:										
Building Maintenance	7.50	7.50	7.50	7.50	7.00	7.00	8.00	6.50	6.50	8.00
Leisure Services Administration	6.50	6.50	7.00	7.00	6.63	6.63	7.26	6.63	6.63	3.50
Recreation Activities/Nova/SONC	7.00	3.50	7.00	7.00	8.50	8.50	12.90	12.45	12.45	18.08
Athletic Fields Maintenance	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	11.00
Parks and Grounds Maintenance	6.00	6.00	6.00	6.00	6.00	6.00	4.23	5.73	5.23	2.23
The Casements	4.50	4.50	2.00	2.00	3.75	3.75	3.75	3.75	4.20	4.20
Environmental Discovery Center	2.00	3.50	2.00	2.00	2.00	1.63	1.45	1.08	0.45	
Performing Arts Center	3.50	3.50	3.50	3.50	3.75	3.75	3.75	3.75	3.75	3.75
Senior Center	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	1.00
Community Events/Special Services	2.00	2.00	2.00	2.00	2.25	2.25	2.25	2.25	2.25	2.25
Municipal Airport	1.00	1.00	1.00	1.00	1.10	1.10	1.10	1.10	1.10	1.10
	380.00	367.60	361.60	357.60	359.88	353.61	354.51	351.14	349.51	349.81

Note: Number of positions are full time equivalents

Source: City of Ormond Beach Finance Department

SCHEDULE 27
CITY OF ORMOND BEACH, FLORIDA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Police										
Number of traffic citations issued	6,635	7,294	6,750	6,669	7,626	8,906	9,281	6,803	7,551	8,237
Number of offense reports	5,809	6,114	6,550	6,448	5,923	6,713	6,568	8,834	7,326	7,501
Number of calls for service	64,740	71,583	70,200	70,124	75,266	54,949	65,390	83,083	83,098	87,867
Fire										
Emergency fire responses	3,534	3,534	3,586	3,299	3,065	2,790	3,045	5,600	2,120	2,025
Emergency rescue responses (ALS/BLS)	4,637	4,637	4,533	4,435	4,119	4,411	4,796	6,800	5,300	5,424
Education classroom presentations	84	84	33	31	5	50	64	86	98	75
Education (not included in reporting entity)										
Kindergarten-Grade 5 students	3,260	3,250	3,209	2,995	2,980	2,940	2,892	2,931	2,899	2,899
Grades 6-8 students	1,000	1,600	1,580	1,265	1,260	1,054	1,006	1,048	1,022	1,022
Airport	-	-	-	-						
Fixed based operator	13	13	11	14	13	13	12	11	10	10
Flight School	4	4	3	3	3	3	2	2	5	2
Based aircraft	150	150	145	144	140	142	175	163	140	180
Total 12 hour, operations	109,649	109,649	96,487	105,143	112,677	100,877	100,173	116,165	109,000	108,689
Water treatment plants										
Jefferson Street Plant:										
Design capacity	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD
Current production rate	5.5	5.5	5.59 MGD	5.54 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.73 MGD
Number of water utility connections	25,162	24,946	24,400	23,923	23,638	23,465	22,793	21,905	21,905	21,661
Solid waste system										
Number of solid waste disposal customers	18,012	17,917	17,650	17,617	17,214	17,501	17,284	17,066	16,868	16,672
Number of active participating recycling program (units)	17,164	17,070	16,900	16,834	16,704	16,667	17,017	16,302	16,105	17,321
Water pollution control plants										
Orchard Street Plant:										
Design capacity	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD
Current treatment rate	5.8	5.3	4.39 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.94 MGD
Number of collection system connections	18,266	18,150	18,130	18,125	18,117	17,440	16,882	16,874	16,424	16,227
Number of effluent reuse connections	3,311	3,205	3,199	3,199	3,080	3,073	3,053	2,603	2,345	2,495

* Information not available.

Sources: City of Ormond Beach Police Department, City of Ormond Beach Fire Department, School Board of Volusia County, City of Ormond Beach Airport Department, City of Ormond Beach Public Works Department, City of Ormond Beach Finance Department.

SCHEDULE 28
CITY OF ORMOND BEACH, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Police										
Police station	1	1	1	1	1	1	1	1	1	1
Holding facility	1	1	1	1	1	1	1	1	1	1
Vehicular patrol units	69	69	60	57	55	53	52	51	51	51
Animal control/service vehicles	6	6	6	6	5	5	5	5	5	5
Motorcycle units	4	6	6	6	5	5	5	5	4	4
Evidence vehicles	1	1	1	1	1	1	1	1	1	1
Administrative vehicles	8	8	7	6	6	6	6	6	6	6
Investigative units	11	11	10	10	9	10	9	9	9	9
Outreach vehicles	1	1	1	1	3	3	3	3	3	3
Volunteer vehicles	1	1	2	2	2	2	2	2	2	2
Neighborhood improvement / code enforcement vehicles	5	5	5	5	5	5	5	5	4	4
SMART trailers	6	6	4	4	4	2	2	2	2	2
Fire stations in City limits	4	4	4	4	4	4	4	4	4	4
Medical facilities (not included in reporting entity)										
Number of hospitals	0	0	0	0	0	0	0	2	2	2
Number of patient beds	0	0	0	0	0	0	0	324	324	324
Public library square footage	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000
Education (not included in reporting entity)										
Volusia County Schools -										
Kindergarten – Grade 5	5	5	5	5	5	5	5	5	5	5
Grades 6-8	1	1	1	1	1	1	1	1	1	1
Airport										
Runways	2	2	2	2	2	2	2	2	2	2
Taxiways – fully lighted	7	7	7	7	7	7	7	7	7	7

SCHEDULE 28
CITY OF ORMOND BEACH, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Recreation										
Parks (acres)	604	604	604	604	602	532	532	532	532	532
Picnic areas	18	18	18	18	18	12	12	12	12	12
Playgrounds	13	13	13	13	13	12	12	12	12	12
Baseball/softball complexes	1	1	1	1	1	1	1	1	1	1
Baseball fields	9	9	9	9	9	12	12	12	12	12
Softball fields	13	13	13	13	13	9	9	9	9	9
Soccer fields	12	12	12	12	12	13	13	13	13	13
Handball/racquetball courts	6	6	6	6	6	8	8	8	8	8
Shuffleboard courts	12	12	12	12	12	12	12	12	12	12
Community centers	4	4	4	4	4	3	3	3	3	3
Gymnastics building	1	1	1	1	1	1	1	1	1	1
Tennis center	2	2	2	2	2	2	2	2	2	2
Tennis courts – clay/lighted	8	8	8	8	8	8	8	8	8	8
Tennis courts – hard surface / without lights	9	9	9	9	9	11	11	11	11	11
Tennis courts – hard surface / lighted	2	2	2	2	2	2	2	2	2	2
Basketball courts – outside / lighted	4	4	4	4	5	5	5	5	5	5
Senior Citizens Center	1	1	1	1	1	1	1	1	1	1
Civic Center/Performing Arts	1	1	1	1	1	1	1	1	1	1
Skate court	1	1	1	1	1	1	1	1	1	1
Boat ramps/public	6	6	6	6	6	6	6	6	6	6
Fishing piers/public	11	11	11	11	11	7	7	7	7	7
18-hole golf course/public (not included in the reporting entity)	0	0	0	0	1	1	1	1	1	1
Public works										
Area: square miles	39	39	39	38	38	38	36	36	36	36
Miles paved streets	182	182	182	181	181	177	177	177	176	176
Miles unpaved streets	0	0	0	0	0	0	0	0	-	-
Miles sidewalks (est'd)	162	162	161	161	161	156	153	153	88	88
Miles storm sewers (est'd)	99	99	99	99	99	100	98	98	98	98
Miles sanitary sewer	305	304	302	299	273	273	270	266	266	266
Fire hydrants	2746	2695	2659	2634	2607	2594	2191	2497	1,797	1,797

Sources: City of Ormond Beach Police Department, City of Ormond Beach Fire Department, Florida Hospital, School Board of Volusia County, City of Ormond Beach Airport Department, City of Ormond Beach Leisure Services Department, City of Ormond Beach Public Works Department, City of Ormond Beach Engineering Department, City of Ormond Beach Finance Department

SCHEDULE 29
CITY OF ORMOND BEACH, FLORIDA
CHANGES IN NET POSITION, ENTERPRISE FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Operating revenues										
Charges for services:										
Water sales	\$ 12,308	\$ 11,377	\$ 11,090	\$ 10,443	\$ 10,505	\$ 11,448	\$ 10,457	\$ 10,020	\$ 9,589	\$ 8,984
Service charges	346	306	396	382	242	436	501	532	488	484
Sewer charges	10,443	9,715	9,477	9,096	9,269	8,654	8,740	8,351	8,053	7,663
Refuse charges	11,655	8,770	8,411	7,534	7,525	7,347	6,973	6,743	6,288	5,887
Franchise fees	1,846	2,325	1,607	1,580	1,544	1,535	1,474	1,469	1,457	1,484
Miscellaneous	1	33	15	5	49	8	2	9	-	5
Total operating revenues	36,599	32,526	30,996	29,040	29,134	29,428	28,147	27,124	25,875	24,507
Operating expenses										
Billing and customer service	1,758	1,916	1,701	1,316	1,507	1,618	1,450	1,585	1,375	1,185
Water system	6,415	5,674	4,237	4,059	4,060	4,242	3,972	3,745	3,902	3,927
Sewer system	6,238	5,929	4,796	4,600	4,464	4,843	4,718	4,179	3,904	4,175
Solid waste system	9,897	12,504	8,617	8,059	8,206	7,656	9,254	13,863	6,835	6,780
Depreciation	7,431	7,473	7,668	8,222	8,197	7,789	7,535	8,151	7,490	7,671
Total operating expenses	31,739	33,496	27,019	26,256	26,434	26,148	26,929	31,523	23,506	23,738
Operating income	4,860	(970)	3,977	2,784	2,700	3,280	1,218	(4,399)	2,369	769
Nonoperating income (expenses)										
Interest revenue	904	592	71	4	152	340	211	71	100	181
Operating Grants	2,074	-	4,953	41	520	658	2,430	6,774		
Debt issuance costs	(56)	-	-	-	-	(41)	-	(43)		
Interest/amortization expense	(608)	(685)	(798)	(931)	(1,030)	(1,045)	(1,120)	(1,140)	(1,187)	(1,221)
Gain on disposal of capital assets	-	-	21	(82)	2	32	(62)	58	21	77
Total nonoperating revenues (expenses)	2,314	(93)	4,247	(968)	(356)	(56)	1,459	5,720	(1,066)	(963)
Income before contributions, grants and transfers	7,174	(1,063)	8,224	1,816	2,344	3,224	2,677	1,321	1,303	(194)
Capital contributions and grants	2,006	1,202	1,575	1,398	1,414	1,007	884	1,206	1,287	818
Transfers in	462	426	350	430	463	455	346	551	462	306
Transfers out	(5,063)	(4,132)	(3,992)	(3,822)	(3,820)	(3,533)	(3,410)	(3,586)	(3,308)	(2,967)
Change in net position	\$ 4,579	\$ (3,567)	\$ 6,157	\$ (178)	\$ 401	\$ 1,153	\$ 497	\$ (508)	\$ (256)	\$ (2,037)

Source: City of Ormond Beach Finance Department

SCHEDULE 30
CITY OF ORMOND BEACH, FLORIDA
OPERATING REVENUES BY SOURCE, ENTERPRISE FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

Fiscal Year	Water	Sales	Service Charges	Sewer Charges	Refuse Charges	Franchise Fees	Operating Grants	Miscellaneous	Total Operating Revenues
2015		8,984	484	7,663	5,887	1,484	-	5	24,507
2016		9,589	488	8,053	6,288	1,457	-	-	25,875
2017		10,021	532	8,351	6,743	1,469	6,775	9	33,900
2018		10,457	501	8,740	6,973	1,474	2,430	2	30,577
2019		11,448	436	8,654	7,347	1,535	658	8	30,086
2020		10,505	242	9,269	7,525	1,544	520	49	29,654
2021		10,443	382	9,096	7,534	1,580	41	5	29,081
2022		11,090	396	9,477	8,411	1,607	4,953	15	35,949
2023		11,377	305	9,715	8,770	2,325	-	33	32,525
2024		12,308	346	10,443	11,655	1,846	2,074	1	38,673

Source: City of Ormond Beach Finance Department

SCHEDULE 31
CITY OF ORMOND BEACH, FLORIDA
OPERATING EXPENSES, ENTERPRISE FUNDS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

Fiscal Year	Personal Services				Contractual, Supplies, Utilities	Landfill Closure Costs	Subtotal, Expenses before Depreciation		Total Operating Expenses
	Utility Billing & Customer Service	Water	Sewer	Solid Waste			Depreciation	Depreciation	
2015	670	1,885	1,904	147	11,461	(63)	16,004	7,670	23,674
2016	727	2,078	1,984	189	11,039	(71)	15,946	7,490	23,436
2017	788	2,134	2,101	204	18,521	(68)	23,680	8,183	31,863
2018	730	2,030	1,906	125	14,836	(65)	19,562	7,535	27,097
2019	734	1,989	1,836	117	13,893	(64)	18,505	7,789	26,294
2020	868	2,236	2,128	134	12,842	(72)	18,136	8,197	26,333
2021	807	2,179	1,728	140	13,900	(78)	18,676	8,222	26,898
2022	722	2,074	1,467	223	14,863	(60)	19,289	7,668	26,957
2023	794	2,610	1,717	145	20,171	(212)	25,225	7,473	32,698
2024	841	3,042	1,717	223	18,280	(1)	24,102	7,431	31,533

Source: City of Ormond Beach Finance Department

SCHEDULE 32
CITY OF ORMOND BEACH, FLORIDA
WATER TREATED AND CONSUMED AND WASTEWATER TREATED
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

Fiscal Year	Gallons of Raw Water Pumped	Gallons of Water Treated	Gallons of Water Consumed	%	Gallons of Water Unbilled	Average Percent Unbilled	Gallons of Wastewater Treated	Total Direct Rate				
								Water			Sewer	
								Base (a)	Use (b)	Excess (c)	Base (a)	Use (d)
2015	2,145,501	2,092,165	1,662,554	N/A	429,611	20.53%	1,671,250	12.08	3.18	3.77	15.79	4.43
2016	2,200,000	2,200,000	1,724,216	3.71%	475,784	21.63%	1,165,043	14.08	3.18	3.77	17.79	4.43
2017	2,295,000	2,016,000	1,876,854	8.85%	139,146	6.90%	1,683,000	14.08	3.18	3.77	17.79	4.43
2018	2,300,000	2,016,000	1,700,750	-9.38%	315,250	15.64%	1,685,000	15.08	3.18	3.77	18.79	4.43
2019	2,515,000	2,196,000	1,755,805	3.24%	440,195	20.05%	1,680,000	15.58	3.18	3.77	19.29	4.43
2020	2,499,300	2,116,800	1,802,390	2.65%	314,410	14.85%	1,632,300	15.58	3.18	3.77	19.29	4.43
2021	2,341,407	2,047,006	1,807,728	0.30%	239,278	11.69%	1,705,880	15.58	3.18	3.77	19.29	4.43
2022	2,307,700	2,042,060	1,835,396	1.83%	206,664	10.12%	1,771,600	15.86	3.24	3.84	19.63	4.51
2023	2,175,950	2,011,050	1,814,063	0.65%	196,987	9.80%	1,772,540	16.42	3.35	3.97	20.32	4.67
2024	2,181,240	1,989,830	1,814,063	0.35%	175,767	8.83%	2,144,920	17.41	3.55	4.21	21.54	4.95

Notes: See Schedule 33 for detail of water and sewer residential service rates, inside City.

(a) Use up to 2,000 gallons

(b) Use range 3,000 through 6,000 gallons, charge per 1,000 gallons

(c) Use over 6,000 gallons, charge per 1,000 gallons

(d) Use over 2,000 gallons, charge per 1,000 gallons

Source: City of Ormond Beach Finance Department

SCHEDULE 33
CITY OF ORMOND BEACH, FLORIDA
WATER & SEWER RESIDENTIAL SERVICE RATES, INSIDE CITY
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024

Fiscal Year	Water Service Rates			Sewer Service Rates	
	Minimum Use Charge (0 – 2,000 Total Gallons)	Additional Use Charge For Each 1,000 Gallons (3,000 – 6,000 Total Gallons)	Additional Use Charge For Each 1,000 Gallons (Over 6,000 Total Gallons)	Minimum Use Charge (0 – 2,000 Total Gallons)	Additional Use Charge For Each 1,000 Gallons (Over 3,000 Total Gallons)
2015 (8)	12.08	3.18	3.77	15.79	4.43
2016	14.08	3.18	3.77	17.79	4.43
2017	14.08	3.18	3.77	17.79	4.43
2018 (9)	15.08	3.18	3.77	18.79	4.43
2019 (10)	15.58	3.18	3.77	19.29	4.43
2020	15.58	3.18	3.77	19.29	4.43
2021	15.58	3.18	3.77	19.29	4.43
2022 (11)	15.86	3.24	3.84	19.63	4.51
2023	16.42	3.35	3.97	20.32	4.67
2024	17.41	3.55	4.21	21.54	4.95

Notes: Changes in water and sewer rates must be approved by the City Commission.

(8) City Commission approved a \$1/month increase on water and sewer rates, effective 10/1/2015 and \$1/month effective

(9) City Commission approved a \$1/month increase on water and sewer rates, effective 10/1/2015 and \$1/month effective

(10) City Commission approved a \$.50/month increase on water and sewer rates 09/19/2017

(11) City Commission approved a \$.28/month increase on water and \$.34 on sewer rates 09/22/2021

(12) City Commission approved a \$.56/month increase on water and \$.69 on sewer rates 09/22/2022

(13) City Commission approved a \$.99 increase on water and \$1.22 for sewer on 09/22/2023

Source: City of Ormond Beach Finance Department

SCHEDULE 34
CITY OF ORMOND BEACH, FLORIDA
MAJOR WATER AND WASTEWATER CUSTOMERS
CURRENT YEAR AND TEN YEARS AGO
SEPTEMBER 30, 2024
(In Thousands)

Name	Fiscal Year 2024					
	Gallons Consumed	%	Water & Irrigation Sales Revenue Produced	%	Sewer Revenue Produced	%
Tymber Creek Utilities Incorporated/CSWR	27,600	1.52%	\$ 85	0.76%	\$ -	0.00%
Bear Creek Venture, Ltd.	19,250	1.06%	155	1.38%	168	1.90%
Playtex Manufacturing	14,500	0.80%	95	0.85%	101	1.14%
Bermuda Estates LLC	15,000	0.83%	95	0.85%	125	1.41%
Waypoint Ormond Beach	17,750	0.98%	70	0.62%	90	1.02%
San Marco Association, Ltd.	12,540	0.69%	72	0.64%	80	0.90%
Gabriel Living Centers	9,600	0.53%	55	0.49%	60	0.68%
Star Hospitality	6,900	0.38%	60	0.54%	-	0.00%
Shadow Lakes Holdings	8,670	0.48%	45	0.40%	55	0.62%
Casa Del Mar	7,560	0.42%	45	0.40%	45	0.51%
Subtotal (10 largest)	139,370	7.69%	777	6.93%	724	8.18%
Balance from other customers	1,674,693	92.32%	10,437	93.07%	8,140	91.83%
Grand totals	1,814,063	100.01%	\$ 11,214	100.00%	\$ 8,864	100.01%

SCHEDULE 34
CITY OF ORMOND BEACH, FLORIDA
MAJOR WATER AND WASTEWATER CUSTOMERS
CURRENT YEAR AND TEN YEARS AGO
SEPTEMBER 30, 2024
(In Thousands)
(Continued)

Name	Fiscal Year 2015					
	Gallons Consumed	%	Water & Irrigation Sales Revenue Produced	%	Sewer Revenue Produced	%
Tymber Creek Utilities Incorporated	23,026	1.27%	\$ 56	0.50%	\$ -	0.00%
Bear Creek Venture, Ltd.	18,223	1.00%	97	0.86%	127	1.43%
Bermuda Estates LLC	16,596	0.91%	73	0.65%	98	1.11%
Ocean Village Villas Homeowners Association	14,554	0.80%	68	0.61%	-	0.00%
Playtex Manufacturing	12,096	0.67%	56	0.50%	51	0.58%
San Marco Association, Ltd.	10,481	0.58%	59	0.53%	79	0.89%
Waypoint Ormond Beach	8,619	0.48%	44	0.39%	57	0.64%
TPG Apartment Management, LLC	8,508	0.47%	38	0.34%	51	0.58%
Volusia County/Parks & Recreation	7,483	0.41%	52	0.46%	-	0.00%
Gabriel Living Centers, LLC	7,401	0.41%	34	0.30%	41	0.46%
Subtotal (10 largest)	126,987	7.00%	577	5.14%	504	5.69%
Balance from other customers	1,535,567	84.64%	8,376	74.68%	6,790	76.61%
Grand totals	1,662,554	91.64%	\$ 8,953	79.82%	\$ 7,294	82.30%

Source: City of Ormond Beach Finance Department

SCHEDULE 35
CITY OF ORMOND BEACH, FLORIDA
MUNICIPAL FIREFIGHTERS' RETIREMENT TRUST
REVENUES BY SOURCE AND EXPENSE BY TYPE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Revenues by Source							
Fiscal Year Ended	Employee Contributions	Employer Contributions	Employer Contributions as Percent of Payroll	State Contributions	Investment Income	Other	Total
2015	216	1,136	40.16%	358	(399)	-	1,311
2016	235	1,241	43.87%	338	2,036	-	3,850
2017	212	1,145	40.47%	306	3,046	-	4,709
2018	203	1,091	38.56%	295	3,111	-	4,700
2019	228	1,303	46.06%	306	921	-	2,758
2020	246	1,520	53.73%	259	2,423	-	4,448
2021	277	1,273	45.00%	346	6,283	-	8,179
2022	300	1,344	47.51%	365	(5,787)	-	(3,778)
2023	310	1,350	47.72%	505	4,165	-	6,330
2024	322	1,530	54.08%	552	6,644	-	9,048

Expense by Type				
Fiscal Year Ended	Refunds	Benefits	Professional / Administrative Services	Total
2015	-	1,518	40	1,558
2016	30	1,951	49	2,030
2017	14	1,673	47	1,734
2018	52	1,848	50	1,950
2019	20	1,885	43	1,948
2020	2	2,029	58	2,089
2021	34	2,047	61	2,142
2022	35	2,166	53	2,254
2023	32	2,413	49	2,494
2024	12	2,425	65	2,502

Source: City of Ormond Beach Finance Department

SCHEDULE 36
CITY OF ORMOND BEACH, FLORIDA
GENERAL EMPLOYEES PENSION
REVENUES BY SOURCE AND EXPENSE BY TYPE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Revenues by Source					
Fiscal Year Ended	Employee Contributions	Employer Contributions	Employer Contributions as Percent of Payroll	Investment Income	Total
2015	280	1,958	27.86%	(584)	1,654
2016	268	1,842	26.21%	3,480	5,590
2017	258	1,676	23.85%	5,035	6,969
2018	228	1,563	22.24%	5,133	6,924
2019	212	1,433	20.39%	1,501	3,146
2020	201	1,280	18.22%	3,775	5,256
2021	195	950	13.52%	4,409	5,554
2022	198	807	11.48%	(9,294)	(8,289)
2023	189	657	9.35%	6,562	7,408
2024	184	799	11.37%	10,314	11,297

Expense by Type					
Fiscal Year Ended	Refunds	Benefits	Professional / Administrative Services	Other	Total
2014	33	2,322	29	-	2,384
2015	88	2,760	41	-	2,889
2016	32	2,633	41	-	2,706
2017	44	2,633	47	-	2,724
2018	9	2,733	44	-	2,786
2019	11	2,842	41	-	2,894
2020	8	2,813	41	-	2,862
2021	-	3,006	49	-	3,055
2022	-	3,073	45	-	3,118
2023	193	3,183	42	-	3,418
2024	1	3,386	47	-	3,434

Source: City of Ormond Beach Finance Department

SCHEDULE 37
CITY OF ORMOND BEACH, FLORIDA
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST
REVENUES BY SOURCE AND EXPENSE BY TYPE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2024
(In Thousands)

Revenues by Source						
Fiscal Year Ended	Employee Contributions	Employer Contributions	Employer Contributions as Percent of Payroll	State Contributions	Investment Income	Total
2015	260	1,166	38.10%	315	(472)	1,269
2016	272	1,184	38.69%	334	2,355	4,145
2017	302	1,406	45.95%	343	3,382	5,433
2018	318	1,527	49.90%	379	3,475	5,699
2019	338	1,575	51.47%	407	978	3,298
2020	406	1,561	51.01%	411	2,849	5,227
2021	340	1,213	39.64%	415	3,036	5,004
2022	378	1,316	43.01%	440	(6,706)	(4,572)
2023	416	1,413	46.18%	507	4,846	7,182
2024	482	1,921	62.78%	581	8,080	11,064
Expense by Type						
Fiscal Year Ended	Refunds	Benefits	Professional / Administrative Services	Total		
2014	92	1,856	26	1,974		
2015	18	2,902	37	2,957		
2016	35	2,466	36	2,537		
2017	18	2,356	37	2,411		
2018	79	2,257	36	2,372		
2019	69	2,369	49	2,487		
2020	43	2,395	56	2,494		
2021	112	2,505	43	2,660		
2022	16	2,598	42	2,656		
2023	22	2,665	45	2,732		
2024	55	2,798	48	2,901		

Note: There were no Employer Contributions from 1999 to 2003, as the City was overfunded for the Plan.

Source: City of Ormond Beach Finance Department

SCHEDULE 38
CITY OF ORMOND BEACH, FLORIDA
OTHER POST EMPLOYMENT BENEFITS (OPEB)
STATISTICAL INFORMATION
CURRENT FISCAL YEAR
SEPTEMBER 30, 2024

Participant Data	
Census date	September 2024
Participants	
Active Employees	325
Inactive Employees entitled to But Not Yet Receiving Benefits	-
Inactive Employees Currently Receiving Benefits	14
Total	339
Average Service	
Active Employees	8.8

Source: City of Ormond Beach Finance Department

Single Audit

CITY OF ORMOND BEACH, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Federal/State Agency / Pass-Through Entity / Federal Program/State Project	Assistance Listing Number	Contract / Grant Number	Expenditures
FEDERAL AWARDS			
<u>U.S. Department of Housing and Urban Development (HUD)</u>			
Indirect Programs:			
Passed-through County of Volusia, Florida			
Community Development Block Grant FY23-FY24	14.218	Subrecipient Agreement	178,621
Community Development Block Grant FY22-FY23	14.218	Subrecipient Agreement	124,545
Community Development Block Grant FY21-FY22	14.218	Subrecipient Agreement	24,416
Community Development Block Grant FY20-FY21	14.218	Subrecipient Agreement	4,115
Total U.S. HUD / Total CDBG - Entitlements Grants Cluster			<u>331,697</u>
<u>U.S. Department of Justice</u>			
Direct Programs:			
Bulletproof Vest Partnership 2021 (Regular Fund)	16.607	2021BUBX21024836	8,351
Victims of Crime Act (VOCA) FY 23-24	16.575	VOCA-C-2023-COB-00141	50,553
Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2023	16.738	15PBJA-23-GG-03229-JAGX	13,079
Total U.S. Department of Justice			<u>71,983</u>
<u>U.S. Department of Transportation</u>			
Direct Programs:			
FAA Environmental Systems ACRGP	20.106	3-12-0059-026-2021	3,317
FAA- Install AWOS III	20.106	3-12-0059-029-2022	31,329
FAA- ARPA	20.106	3-12-0059-031-2023	98,543
Total U.S. Department of Transportation			<u>133,189</u>
<u>Federal Emergency Management Agency</u>			
Indirect Programs:			
Passed-through Florida Division of Emergency Management			
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	DR4283 Hurricane Matthew	360,777
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	DR4673 Hurricane Ian	1,911,800
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	DR4680 Hurricane Nicole	19,110
Total Federal Emergency Management Agency			<u>2,291,687</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u><u>\$ 2,828,556</u></u>

The accompanying notes to the schedule of expenditures of federal awards are an integral part of this schedule.

CITY OF ORMOND BEACH, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

(1) **Basis of Presentation:**

The accompanying schedule of expenditures of federal awards and state financial assistance includes the federal and state grant activity of the City of Ormond Beach, Florida, and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City.

(2) **Summary of Significant Accounting Policies:**

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(3) **De Minimis Indirect Cost Rate Election:**

The City did not elect to use the 10% de minimis indirect cost rate as covered in §200.414, *Indirect (F&A) costs*, of the Uniform Guidance.

(4) **Contingency:**

Project expenditures are subject to audit and adjustment. If any expenditures were to be disallowed by the grantor agency as a result of such an audit, any claim for reimbursement to the grantor agency would become a liability of the City. In the opinion of management, all Project expenditures included on the accompanying schedule complied the terms of the project agreements and applicable federal and state laws and regulations.

**CITY OF ORMOND BEACH, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

A. Summary of Auditors' Results:

Financial Statements:

Type of audit report issued on the financial statements: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified? _____ yes X no

Significant deficiency(ies) identified? _____ yes X none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards:

Internal control over major Federal programs:

Material weakness(es) identified? _____ yes X no

Significant deficiency(ies) identified? _____ yes X none reported

Type of auditors' report issued on compliance for major Federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes X none reported

Auditee qualified as a low-risk auditee? X yes _____ no

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Identification of major Federal programs:

<u>AL Number</u>	<u>Program Name</u>
97.036	Disaster Grants – Public Assistance (Presidentially Declared Disasters)

- B. Financial Statement Findings:** None.
- C. Federal Program Findings and Questioned Costs:** None.
- D. Summary Schedule of Prior Audit Findings:** Not applicable as there are no prior year findings.
- E. Corrective Action Plan:** Not applicable as there are no current year findings.

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON
INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM
GUIDANCE**

To the Honorable Mayor and City Commission,
City of Ormond Beach, Florida:

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Ormond Beach, Florida's (the City) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2024. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal program.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

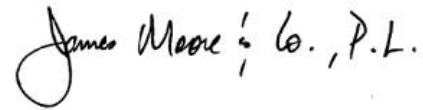
Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
February 12, 2025

Other Reports

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and City Commission,
City of Ormond Beach, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ormond Beach, Florida (the City) as of and for the year ended September 30, 2024, and the related notes to financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated February 12, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as the basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

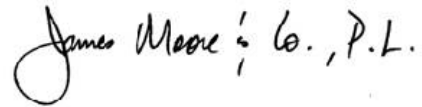
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
February 12, 2025

**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA
OFFICE OF THE AUDITOR GENERAL**

To the Honorable Mayor and City Commission,
City of Ormond Beach, Florida:

Report on the Financial Statements

We have audited the basic financial statements of City of Ormond Beach, Florida (the City), as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated February 12, 2025.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance; Schedule of Findings and Questioned Costs; and Independent Accountants' Examination Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated February 12, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No repeat findings exist from the second preceding audit. The following is a summary of prior year recommendations:

2023-001 Budgetary Compliance—Corrective action taken.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City of Ormond Beach, Florida was created and reestablished as a municipal government when its present charter was approved by the voters at a general referendum in 1931 and by the Laws of Florida 14622 and the Act of 1929. Also see note 1(b) to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we had no such recommendations.

Property Assessed Clean Energy (PACE) Programs

The following items have been provided to us to comply with state reporting requirements and have not been audited by us. We did not audit the following information within this section, nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on this data.

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the City did not have a property assessed clean energy (PACE) program that finances qualifying improvements authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, operated within the City's geographical boundaries during the fiscal year under audit.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific Special District Information – CRAs

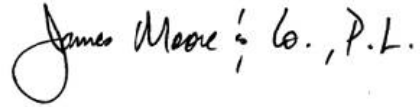
The required reporting items in accordance with Section 218.39(3)(c), Florida Statutes for the Ormond Beach Community Redevelopment Agency and the North Mainland / Ormond Crossing Community Redevelopment Agency have been reported in the separately-issued audited financial statements of the respective agencies.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and State grant agencies, and applicable management and the City Commission, management, and others within the City and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink that reads "James Moore & Co., P.L.". The signature is written in a cursive style with a large, looped initial "J".

Daytona Beach, Florida
February 12, 2025



INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

To the Honorable Mayor and City Commission,
City of Ormond Beach, Florida:

We have examined the City of Ormond Beach, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* (the Statute), for the year ended September 30, 2024. Management is responsible for the City's compliance with the Statute. Our responsibility is to obtain reasonable assurance by evaluate the City's compliance with the Statute and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation based on our examination.

Our examination was conducted in accordance with attestation standards for a direct examination engagement established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain reasonable assurance for evaluating the City's compliance with the Statute, and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation of the City's compliance with the Statute during the year ended September 30, 2024. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks that the City was not in compliance with the Statutes in all material respects, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2024.

Daytona Beach, Florida
February 12, 2025

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

February 4, 2025	7:00 p.m.	Commission Chambers
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Present: Mayor Jason Leslie, Commissioners Lori Tolland, Kristin Deaton and Harold Briley, 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. The American Revolution Experience
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - January 21, 2025
- 7. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2025-45:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
- 8. CONSENT AGENDA**

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

 - A. **RESOLUTION NO. 2025-45:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
 - B. **RESOLUTION NO. 2025-46:** A RESOLUTION APPOINTING MEMBERS OF 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
 - C. **RESOLUTION NO. 2025-47:** A RESOLUTION APPOINTING

ALTERNATE MEMBERS OF THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2025-48:** A RESOLUTION APPOINTING ALTERNATE MEMBERS OF THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2025-49:** A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX URBAN MINISTRIES, INC., REGARDING HOMELESSNESS PREVENTION SERVICES PROVIDED AT HOPE PLACE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2025-50:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE CATERPILLAR MINI HYDRAULIC EXCAVATOR, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-EQU21.0; DECLARING VEHICLE #276 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2025-51:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF EQUIPMENT AND INSTALLATION SERVICE FROM MOTOROLA SOLUTIONS, INC. REGARDING FIRE STATION ALERTING SYSTEM UPGRADES; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Nathan Quartier, Deputy Fire Chief, (386) 676-3270

- H. **RESOLUTION NO. 2025-52:** A RESOLUTION ACCEPTING A BID FROM FLORIDA PPE SERVICES, LLC FOR FIRE DEPARTMENT GEAR WASHERS AND DRYERS, UNDER BID NO. 2025-16; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Nathan Quartier, Deputy Fire Chief, (386) 676-3270

- I. **Construction & Demolition Franchise Renewal, Waste Management Inc. of Florida**

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

Disposition: Approve as recommended in the City Manager staff report dated February 4, 2025.

- J. **Intent to Bid - Concrete Delivery Services**

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

Disposition: Approve as recommended in the City Manager staff report dated February 4, 2025.

- K. **Intent to Bid - Water Reclamation Facility Temporary Staffing**

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

Disposition: Approve as recommended in the City Manager staff report dated February 4, 2025.

L. RFP - Technical Services for Tyler Enterprise Permitting and Licensing (EPL) Energov

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

Disposition: Approve as recommended in the City Manager staff report dated February 4, 2025.

9. PUBLIC HEARINGS

A. ORDINANCE NO. 2025-08: AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-19, APPEALS; AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-35, PRD, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT, SUBSECTION (H) RECREATIONAL FACILITIES; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-03, TREE REMOVAL PROCESS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-04, TREE PROTECTION AND REPLACEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-05, LANDSCAPE AND IRRIGATION PLAN REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-06, BUFFER AREA REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-07, RESERVED, TO CREATE SECTION 3-07, EXISTING DEVELOPMENTS LANDSCAPING; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-08, MAINTENANCE OF PLANTINGS AND IRRIGATION SYSTEMS/ENFORCEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-09, LAND CLEARING, AND CREATING SECTION 3-09, TREE ABUSE; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-10, GRADING AND FILLING, AND CREATING SECTION 3-10, LAND ALTERATION PERMITS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-11, MINING AND EXCAVATION; AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-02, SITE PLAN APPROVAL REQUIRED; THRESHOLDS, AND AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-07, RESTRICTION ON RELEASE OF PERMITS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE LANDSCAPING STANDARDS; 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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Father Roy Allison, St. James Episcopal Church, provided a moment of silence for the loss of Ormond Beach pilot Jonathan Campos and the invocation.

Item #3 – Pledge of Allegiance

Mayor Leslie led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – The American Revolution Experience

Mayor Leslie presented a proclamation to the Captain James Ormond Chapter of the National Society of the Daughters of the American Revolution, declaring February 22, 2025 as the opening day of the American Revolution Experience and invited residents to visit the exhibit.

Item #5 – Audience Remarks

Volusia County Council Member Troy Kent, 130 Magnolia Drive, thanked the Commission for the removal of the fluoride from the city's water, discussing his concerns with fluoride. He requested the Commission look into additional flashing signage for the two speed tables on Riverside Drive.

Ms. Debbie Kruck-Forrester, 15 Brookwood Drive, discussed the history and importance of Black History Month.

Ms. Jennifer Bright, 221 Arlington Way, discussed Florida's Sunshine Law and expressed concerns regarding the communication between her and her Commissioner. She requested the titles on the Consent Agenda be more specific and more information be added to the staff report. She expressed concerns regarding the city's bidding process.

Item #6 – Approval of Minutes

Mayor Leslie advised the minutes from the January 21, 2025, City Commission meeting were sent to the Commission for review, and posted on the city's website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Deaton, for approval of the January 21, 2025, City Commission meeting minutes.

Motion passed by voice vote.

Item #7 – Community Redevelopment Agency

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

Mayor Leslie recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings at 7:19 p.m.

Item #7A – Work Authorization - Construction Admin Services for Cassen Park

City Clerk Susan Dauderis read by title only:

RESOLUTION NO. 2025-45
A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

Ms. Bright voiced concerns regarding conflicting financial information within the staff report.

Commissioner Briley moved, seconded by Commissioner Tolland, for recommendation of Resolution No. 2025-45, as read by title only.

Commissioner Tolland inquired about the conflicting financial information; whereby, Mr. Shawn Finley, Assistant City Manager, stated it was a rounding inconsistency, but the information provided was correct.

The motion passed by voice vote.

Mayor Leslie closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:22 p.m.

Item #8 – Consent Agenda

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

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

Ms. Claire Whitley, Assistant City Manager, requested Item 8G be removed from the agenda, noting staff would bring the item back on a future agenda.

Commissioner Deaton moved, seconded by Commissioner Tolland, for approval of the Consent Agenda, absent Items 8E and 8G.

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

Item #8E – Agreement with Halifax Urban Ministries for Community Development Block Grant Funds

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2025-49
A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX URBAN MINISTRIES, INC., REGARDING HOMELESSNESS PREVENTION SERVICES PROVIDED AT HOPE PLACE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Deaton, to approve Resolution No. 2025-49, as read by title only.

Commissioner Deaton inquired about the sidewalks within the item; whereby, Mr. Finley stated the sidewalks were a separate project and were listed as a prior project. He noted the item strictly approves the agreement with Halifax Urban Ministries, Inc., regarding Hope Place.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes

Carried.

Commissioner Deaton
Mayor Leslie

Yes
Yes

Comments on the Consent Agenda

There were no comments on the Consent Agenda.

Item #9 – Public Hearings

Mayor Leslie opened the Public Hearings.

Item #9A – Landscaping Update, Land Development Code Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-08

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-19, APPEALS; AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-35, PRD, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT, SUBSECTION (H) RECREATIONAL FACILITIES; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-73, GREENBELT AND GATEWAY PRESERVATION DISTRICTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-03, TREE REMOVAL PROCESS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-04, TREE PROTECTION AND REPLACEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-05, LANDSCAPE AND IRRIGATION PLAN REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-06, BUFFER AREA REQUIREMENTS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-07, RESERVED, TO CREATE SECTION 3-07, EXISTING DEVELOPMENTS LANDSCAPING; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, SECTION 3-08, MAINTENANCE OF PLANTINGS AND IRRIGATION SYSTEMS/ENFORCEMENT; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-09, LAND CLEARING, AND CREATING SECTION 3-09, TREE ABUSE; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-10, GRADING AND FILLING, AND CREATING SECTION 3-10, LAND ALTERATION PERMITS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE I, LANDSCAPING, BY REPEALING SECTION 3-11, MINING AND EXCAVATION; AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-02, SITE PLAN APPROVAL REQUIRED; THRESHOLDS, AND AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-07, RESTRICTION ON RELEASE OF PERMITS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE LANDSCAPING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Ms. Bright discussed homeowners' property rights. She expressed concerns regarding potential safety concerns and unnecessary expenses for homeowners.

Mr. Ed LaComb, 9 Kingsgate Court, expressed concerns regarding dangerous trees near homes, discussed his personal experience with dangerous trees, and encouraged educating homeowners on the topic.

Commissioner Briley voiced concerns regarding dangerous trees. He requested staff look into how to encourage the permitting process for their removal, and the education for homeowners regarding what was required to remove trees.

Mr. Randy Hayes, City Attorney, explained the process and homeowners’ obligations.

Mayor Leslie inquired if there was a way to send notice to property owners regarding the process when permits were pulled by contractors; whereby, Mr. Hayes stated education could be posted, noting if a contractor was not informing the homeowner of the process for tree removal, they may not be pulling a permit.

Mr. Hayes expressed concerns regarding amending an ordinance that was not enforceable.

Mr. Finley stated staff could look into the education aspect and what other entities were doing regarding tree removal.

Ms. Whitley explained the city was a “Tree City USA” and the preservation balance was very important to the city.

Commissioner Tolland and Commissioner Deaton discussed tree vendors and the importance of education.

Commissioner Tolland moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-08, on second reading, as read by title only.

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

Item #10 – Reports, Suggestions, Requests

Events, Updates, Requests, and Condolences

Ms. Whitley discussed upcoming events and the upcoming 2025 Citizens Academy.

Commissioner Deaton expressed concerns about misinformation in an Ormond Beach Observer news article. She offered condolences to the Campos family and all families impacted with loss of loved ones.

Commissioner Briley discussed events he attended and offered condolences to the Lassiter family on the passing of Mr. Sans Lassiter.

Commissioner Tolland discussed events she attended, events she missed, and her induction to the Volusia League of Cities Board of Directors. She thanked staff for their work on the 2045 Comprehensive Plan updates.

Mayor Leslie acknowledged the newly appointed Goodwill Ambassadors and invited them to see the City Clerk, Susan Dauderis, before they left to accept a City Coin. He thanked Ms. Dauderis for her assistance and ideas on recognizing citizens’ birthdays. He discussed events he attended, recognized Ormond Beach Police Department Lieutenant Tom Larsen for his assistance regarding a homeless gentleman, and discussed the First Step Shelter. He inquired if the Commission would agree to send a letter of support regarding Council Member Kent’s seven step plan to assist with stormwater and flooding.

Commissioner Briley and Commissioner Tolland stated they would not be opposed but suggested including the steps in the future stormwater workshop to discuss further.

Item #11 – Adjournment

The meeting was adjourned at 7:56 p.m.

APPROVED: February 18, 2025

BY: _____
Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-51
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Request to Purchase - Fire Station Alerting Systems		
Summary:	This request is to purchase necessary upgrades for the alerting systems at all Ormond Beach Fire Department (OBFD) fire stations, as part of a county-wide upgrade to the emergency communications, radio, and dispatching systems. The Volusia Sheriff's Office Communications Center is the current dispatch provider for Fire and EMS county-wide. They are in the process of upgrading their Computer-Aided Dispatching and fire Station Alerting systems and software, requiring all fire station components to be upgraded, as well. Volusia County is purchasing the backbone of the system, with each municipality responsible for purchasing the necessary and desired components for their respective fire stations. These components include LED lighting for call-type indication and alerting; incident data boards for monitoring incidents and unit statuses city-wide; turnout timers to monitor turn out times and improve response times; and associated mounting and installation supplies. Volusia County has entered into an agreement with Motorola Solutions, Inc. as the supplier for the system upgrades. This equipment will be purchased from Motorola Solutions, Inc., as a piggyback to the referenced Sourcewell purchasing proposal, as negotiated in the Volusia County Communication System and Services Agreement.		
Financial Impact:	The total cost for this purchase is \$86,659. Funding for this project is included in the 2024-2025 CIP budget, Fund 301 - General Improvement Fund. A total of \$240,000 was budgeted due to the unknown costs at the time of CIP planning.		
Citizen Impact:	These upgrades will benefit the community through improved turnout and response times for emergency calls, and the ability to gather and		

	monitor incident data in real-time, leading to an increased level of service provided to the public.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the purchase of firestation alerting upgrades from Motorola Solutions, Inc.	
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270	
Attachments:	1. 25-51 FS Alert System (P24-0254G) 2. City of Ormond Beach_Mach Alert Enhancements (Final)RevD 3. VC Item-08-11861	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	2/11/2025 2/12/2025 2/12/2025

RESOLUTION NO. 2025-51

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE PURCHASE OF EQUIPMENT AND INSTALLATION SERVICE REGARDING FIRE STATION ALERTING SYSTEM UPGRADES UNDER COUNTY OF VOLUSIA CONTRACT 042021-MOT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Volusia County is the sole dispatch provider for all Fire/EMS agencies within the county and is upgrading its dispatch and alerting systems, and

WHEREAS, the City, along with all other municipalities within the county, is responsible for purchasing the necessary equipment to ensure it remains on the County's emergency system, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff recommends the purchase of the necessary equipment and installation service regarding fire station alerting system upgrades from Motorola Solutions, Inc. under County of Volusia Contract 042021-MOT in the amount of \$86,659.00, and

WHEREAS, the City Manager has certified that sufficient funds for this purchase have been appropriated to the credit of the General Improvement Fund (301) and have 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 Mayor and City Manager are hereby authorized and directed to execute an Agreement with Motorola Solutions, Inc. for purchase of the fire alerting system upgrades, a copy of said Agreement being attached hereto and incorporated herein by reference, and to pay the costs therefor from the General Improvement Fund.

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

APPROVED AND AUTHENTICATED this 18th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



MOTOROLA SOLUTIONS

City of Ormond Beach

Fire Station Alerting Enhancements

November 1, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions Solutions Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

November 1, 2024

Nate Quartier, Deputy Fire Chief
City of Ormond Beach

364 S. Atlantic Ave.
Ormond Beach, FL 32164

Subject: Fire Station Alerting Enhancements

Dear Deputy Chief Quartier,

Motorola Solutions, Inc. (Motorola Solutions) is pleased to have the opportunity to provide the City of Ormond Beach with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your requirements.

To best meet the functional and operational specifications of this request, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the Mach Alert fire station alerting Enhancements for Ormond Beach Shores Fire, stations 91,92,93,94 and includes:

- 4 LED Controllers
- 17 LED Light Strips
- 6 IDB modules
- Implementation.

The products and services referenced in this proposal shall be provided under the terms and conditions set out in the Communications System and Services Agreement (CSSA) between Motorola Solutions and the County of Volusia (FL) dated June 21, 2024. This proposal shall remain valid until February 28, 2025. The City of Ormond Beach may accept the proposal by delivering to Motorola Solutions a PO referencing the Communications System and Services Agreement (CSSA) executed between Motorola Solutions and the County of Volusia (FL) on June 21, 2024 and signature on the contractual dentation section of this proposal. Any questions can be directed to your local Motorola Solutions Account Executive, Melissa Cavallo, at 772-663-2994.

Sincerely,

Motorola Solutions, Inc.

Rob Richardson
Area Sales Manager, North FL

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Section 1

System Description

In response to the City of Ormond Beach request, Motorola Solutions, Inc. (Motorola Solutions) will install the following enhancements to the Mach Alert system being provided by the County of Volusia.

1.1 Mach Alert Fire Station Hardware

The following sections detail the Mach Alert Hardware that is available for installation in the fire stations.

Integration to Existing Station Lighting

Motorola is proposing to integrate to the existing station lighting via a low voltage interface at each station.

Audio Selector Switches

Motorola is proposing to install either A/B or 4-way audio switches at certain stations. This will be further defined in the Statement of Work section.

Incident Display Boards (IDBs)

IDBs modules and splitters will be provided as defined in the Statement of Work section. Monitors and/or TVs will be customer-provided and shall be configured to display incoming alert incident information based on input from the CAD system (for example, units responding, address/location, incident type, cross streets, etc.) When alerted, the displays present a screen border color-coded to indicate the call type. A “count-down” and “count-up” timer is displayed indicating the amount of turnout time left and the amount of time past the required departure. The count-down timer is yellow. When it indicates 00, it turns red for the count-up time. If Internet access is granted, a map of the incident location can also be displayed on the IDB.

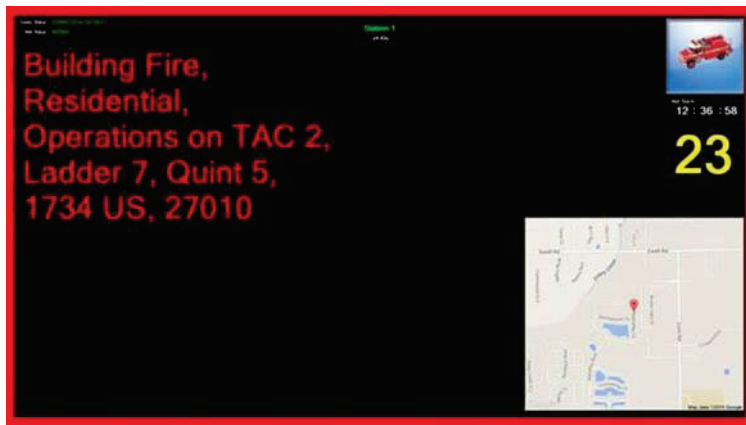


Figure 1-18: MACH Alert Incident Display Board

Section 2

Statement of Work

Motorola Solutions is proposing to City of Ormond Beach the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
City of Ormond Beach Station 91,92,93,94	City of Ormond Beach Fire Station Equipment (including 4 LED Controllers, 17 LED Light Strips, 6 IDB modules, 4 Turnout Timers and Implementation.

The document delineates the general responsibilities between Motorola Solutions and City of Ormond Beach as agreed to by contract.

This Statement of Work (SOW) describes the most current understanding of the work required by Motorola Solutions, Inc. (“Motorola”) to provide a successful implementation of a Mach Alert Fire Station Alerting (FSA) system for the City of Ormond Beach.

It is understood that this SOW may be revised during contract negotiations or during the Detailed Design Review (DDR), and through any other Change Orders that may occur during the execution of the project.

The following sections detail specific responsibilities of the Customer and Motorola in general and during various project phases. Motorola is responsible for coordinating and ensuring proper execution.

	Motorola Solutions	City of Ormond Beach
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X

	Motorola Solutions	City of Ormond Beach
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	

Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff (Completed in conjunction with the County of Volusia Project)		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review (Completed in conjunction with the County of Volusia Project)		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide demarcation points.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X

	Motorola Solutions	City of Ormond Beach
Provide minimum acceptable performance specifications for customer provided hardware.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Deliverable: Solution equipment received and ready for installation		

General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide system interconnections that are not specifically outlined in the system design, including low voltage interfaces to the existing lighting systems.		X
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Deliverable: Equipment installed.		
Fire Station Installation		
Install Audio Selector Switches, IDB Modules, HDMI splitter (if applicable) and low voltage interface from Mach Alert to existing lighting system interface.	X	
Obtain Electrical Subcontractor (if required)		X
Perform Equipment Inventory and Delivery to Customer Sites	X	
Functional Acceptance Testing (Completed in conjunction with the County of Volusia Project)		
Functional Acceptance Testing is part of the County of Volusia Purchase	X	X
PROJECT TRANSITION		
Cutover (Completed in conjunction with the County of Volusia Project)		
Cutover is part of the County of Volusia Purchase	X	X
Finalize Documentation and System Acceptance		
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.1 City of Ormond Beach Responsibilities

City of Ormond Beach will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. General responsibilities for City of Ormond Beach include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- City of Ormond Beach will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s). Equipment may also be delivered and staged along with the County of Volusia Mach Alert project.
- Coordinate the activities of all City of Ormond Beach vendors or other contractors.

2.2 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- City of Ormond Beach to provide all buildings, equipment shelters, and towers required for system installation.
- City of Ormond Beach are to ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- City of Ormond Beach are to obtain all licensing, site access, or permitting required for project implementation.
- City of Ormond Beach will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- This proposal assumes existing lighting can interface to Mach Alert system utilizing existing low-voltage interfaces to activate/deactivate existing station lighting. Motorola will interface to those existing interfaces only using a standard low voltage (12-24v normal open or normal closed circuit).
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of. City of Ormond Beach. Approved FCC licensing provided by City of Ormond Beach.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of City of Ormond Beach.
- Any required system interconnections not specifically outlined here will be provided by City of Ormond Beach. These may include low voltage interfaces and other types of connectivity.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

Section 3

Service/Warranty

3.1 Warranty

Motorola Solutions is providing a warranty under the County of Volusia Mach Alert project. Pursuant to the master agreement with Volusia County under section 3.2, if the proposed equipment is purchased on or before November 8, 2024, the equipment will include 5 years of maintenance and support at no additional cost. If the purchase is made after the February 28, 2025 deadline, the equipment will include the standard warranty of 12 months.

Section 4

Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to the City of Ormond Beach.

4.1 Equipment and Services

Description	Price (\$)
Additional items at City of Ormond Beach Fire Stations (including 4 LED Controllers, 17 LED Light Strips, 6 IDB modules (with Splitters based upon the request below), 4 Turnout Timers, and Spare Equipment and Implementation.	\$89,274
<i>Sourcewell Discount</i>	<i>(\$2,615)</i>
Total System	\$86,659

This proposal is subject to the terms and conditions of Motorola Solutions' Sourcewell contract and this pricing is valid through February 28, 2025.

4.2 Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

- 1. 50% of the System Price due upon contract execution (due upon effective date); and**
- 2. 50% of the System Price due upon Final Acceptance.**

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

4.3 Invoicing

Invoices will be sent to the Customer at the following address:

Name: Nate Quartier, Deputy Fire Chief

Address: 364 S. Atlantic Ave, Ormond Beach, FL 32165

Phone: 386-290-3112

E-INVOICE. To receive invoices via email:

Customer Accounts Payable Email: Nathan.Quartier@ormondbeach.org

Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name Ormond Beach Fire, Attn: Nathan Quartier

Address: 364 S. Atlantic Ave, Ormond Beach, FL 32165

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Ormond Beach Fire, Attn: Nathan Quartier

Address: 364 S. Atlantic Ave, Ormond Beach, FL 32165

Phone: 386-290-3112

Section 5

Contractual Documentation

This proposal shall be governed by the terms and conditions set out in the Communications System and Services Agreement (CSSA) executed between Motorola Solutions and the County of Volusia (FL) on June 21, 2024.

Please indicate acceptance of these terms by signing the acceptance block below:

Customer: City of Ormond Beach	Attest:
Signature: _____	Signature: _____
Printed Name: <u>Jason Leslie</u>	Printed Name: Joyce Shanahan
Title: <u>Mayor</u>	Title: City Manager
Date: _____	Date: _____

Date: 06/18/2024		AGENDA ITEM		Item: 08	
☐ Ordinance		☐ Resolution		☐ Budget Resolution	
☒ Other					
County Goals					
☐	More Efficient Regulatory Framework	☐	Increase Efficiency and Effectiveness of Government Operations	☐	Implement a Plan for Expanded Recreation
☐	Enhance Fiscal Stewardship	☐	Support a Solution-Oriented Culture	☒	NA
Department: Emergency Services					
Division: Fire Rescue					
Subject: Approval of agreement with Motorola Solutions, Inc. for fire station alerting system for all county and municipal fire stations, utilizing Sourcewell contract 042021-MOT.					
Marja Kolomyski Proxy for James A. Judge II Director Emergency Services Approved By: <i>Marja Kolomyski</i> Department Approval		Pamela Wilsky Approved By: <i>Pamela Wilsky</i> Approved in Accordance with Purchasing Policies and Procedures		Legal Thomas Russell Brown Senior Assistant County Attorney Approved By: <i>Thomas Russell Brown</i>	
Joseph W. King Director Fire Rescue Approved By: <i>Joseph W. King</i> Division Approval		Aaron Van Kleeck Approved By: <i>Aaron Van Kleeck</i> Approved as to Budget Requirements		County Manager's Office Ryan Ossowski Chief Financial Officer Approved By: <i>Ryan Ossowski</i>	
Council Action:					
Modification:					
Fund Number(s):		Description:		Amount:	
003 Coronavirus Relief Transition Fund		003-930-4607-6430 (Expenditure: Other Equipment)		\$3,597,653.00	
Total Item Budget: \$3,597,653.00					
Staff Contact(s):			Phone:		Ext.
Jim Judge			386 822 5037		16620
Joseph King			386 736 5940		12909
Summary/Highlights:					
In cooperation with the Volusia County Fire Chief's Association, Volusia Sheriff's Dispatch, Volusia County Information Technology and Volusia County EMS, the Fire Rescue Division requests utilization of Sourcewell contract 042021-MOT to install Mach Alert, which is a					

redundant dispatch fire station alerting system. This will provide the backbone for fire station alerting and connecting the 61 sites to the dispatch center. These 61 sites include 21 county fire and EMS stations and 40 city fire stations. The Mach Alert Fire Station alerting system serves as the cornerstone for the successful operation of the dispatch alerting process. The planning for this system was done in coordination with the CAD system update.

Staff requests approval of the attached agreement, based on the Sourcewell competitively solicited cooperative contract No. 042021-MOT for public safety communications technology and hardware solutions, to purchase the fire station alerting system. The total cost for the project is \$3,597,653.

Copies of the agreements are attached.

Recommended Motion: Approval

Communications System and Services Agreement

Motorola Solutions, Inc. (“Motorola”) and the County of Volusia (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services; and

WHEREAS, Sourcewell (“Sourcewell”), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell’s cooperative purchasing contracts (“Participating Entities”); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, (the “Contract”), which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by Customer.

For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A—Scope of Services Documents

A-1—System Description (Section 1)

A-2—State of Work (Section 2)

A-3—Service/Warranty (Section 3)

A-4—Proposed Project Schedule (Section 4)

Exhibit B—Pricing Summary (Section 5)

Exhibit C—Insurance

Exhibit D—Motorola Software License Agreement

Exhibit E—Volusia County Terms and Conditions

Exhibit F—System Acceptance Certificate

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement along with Exhibit E “Volusia County’s Terms and Conditions” take precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through F will be resolved in their listed order, and 2) The applicable service Addendum will

take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at delivery, warranty will commence upon delivery, and payment is due within forty-five (45) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and

agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement

and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. **INTENTIONALLY LEFT BLANK.**

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and

Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is three million five hundred ninety-seven thousand six hundred and fifty three dollars (\$3,597,653). If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon delivery and acceptance, which shall be automatically accepted within five business days of delivery. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** I

{ For section 6.5, see Purchase Order to be issued upon County Council approval. }

Invoices will be sent to the Customer at the following address:

Name: _____

Address: _____

Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section

that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the

rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify, defend, and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or

limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1. Each party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement.

16.2. PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, “Customer Data”), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, “Derivative Data”).

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola’s receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by

Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this

Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

{The remainder of this page intentionally left blank.}

The Parties hereby enter into this Agreement as of the Effective Date.

COUNTY

**COUNTY OF VOLUSIA FLORIDA
COUNTY COUNCIL**

Attest: _____
George Recktenwald
County Manager

Date: _____

BY: _____
Jeffrey S. Brower
County Chair

Date: _____

CONTRACTOR

MOTOROLA SOLUTIONS, INC.

Attest: _____
Signature

Name and Title

Date: _____

BY: _____
Signature

Name and Title

Date: _____

Approved: _____

Section 1

System Description

In response to the Volusia County Fire Department's request, Motorola Solutions, Inc. (Motorola Solutions) will install redundant dispatch fire station alerting systems, as well as fire station controllers at 61 sites. This proposal includes the basic fire station controllers necessary for system operations and NFPA 1221 standards. Additional proposals will be provided to each individual fire department for any additional options the fire department wishes to purchase.

This document describes the general features and options available for the Mach Alert Fire Station Alerting (FSA) system.

Introduction

The Mach Alert Fire Station Alerting (FSA) system serves as a cornerstone for the successful operation of the dispatch alerting process. This microprocessor-based alerting system will help manage resources with proven hardware and software, leading to a reduction in emergency response times, less firefighter stress, and the confidence your stations will be alerted every time.

Fire Services, now more than ever, are facing newer and greater challenges. System operating flaws, breakdowns, problematic interfaces, and alerting delays are unacceptable. Proven technology, communications compatibility, software customization, and an intuitive user interface are mandatory.

The Mach Alert FSA system is designed for fast response, integration with existing infrastructure, redundancy, and the ability to gracefully migrate into the latest technologies and new features. It utilizes innovative design allowing installations to be tailored to your specific Fire and EMS needs.

The Mach Alert FSA system does not depend on PC hardware at the stations for its fundamental fire station operation. It utilizes Motorola's new ACE3600 high-performance controller offering enhanced reliability. As the lead component in our fire station alerting system, it meets these challenges head-on.



Figure 1-1: Motorola ACE Remote Terminal Unit

The Mach Alert FSA system is capable of interfacing with IP-based CAD (Computer Aided Dispatch) systems to provide automated fire station alerting. Mach Alert provides a backup or manual means of alerting the fire stations if the CAD system is unavailable. If there is no CAD system present, Mach Alert FSA functions as the primary means of alerting the fire stations. The dispatch operator can easily access the Mach Alert System and its

Exhibit A-1—System Description (Section 1) VC Fire Alert System

associated Graphical User Interface (GUI) via a thin browser client on a Windows-based PC. The browser allows the dispatcher to manually select the sequence, station(s), and zones required for the alert.

State Of The Art Fire Station Alerting - Mach Alert Text-to-Speech (TTS)

In addition to classic fire station alerting functionality, Mach Alert is including its state-of-the-art Text-to-Speech feature to even further automate the alerting process thereby expediting the dispatching process. Mach Alert is providing our classic Mach Alert TTS method. An IP link between the Dispatch Centers and the stations is required for this method of TTS. The text string received from CAD is converted to an audio file by the Mach Alert Server software and sent via Ethernet IP to the station or stations selected. It is then triggered by the Mach Alert software to be played in the station or stations. This method is most appropriate for large, manned, fire station systems that require multiple stations to be alerted in rapid succession. Please note that the TTS audio will not be heard on subscriber units (i.e. radios) in the field, it will only be played in the fire stations themselves.

The TTS uses a life-like synthetic voice engine to produce human-quality audio output. Mach Alert includes a lexicon tool to fine-tune individual pronunciations and configure custom abbreviation and acronym rules for the voice engine. Multiple lexicons may be implemented for multi-agency or multi-PSAP systems where each agency requires its own custom pronunciation rules

Mach Alert – The Total System Solution

This “Total System Solution” consists of an Alerting Interface Controller (AIC), FSA Server, and Station Controllers (SC) as shown in the following figure. These components are described and their functionality is presented in the ensuing sections. Additional options to enhance the basic system are also available.

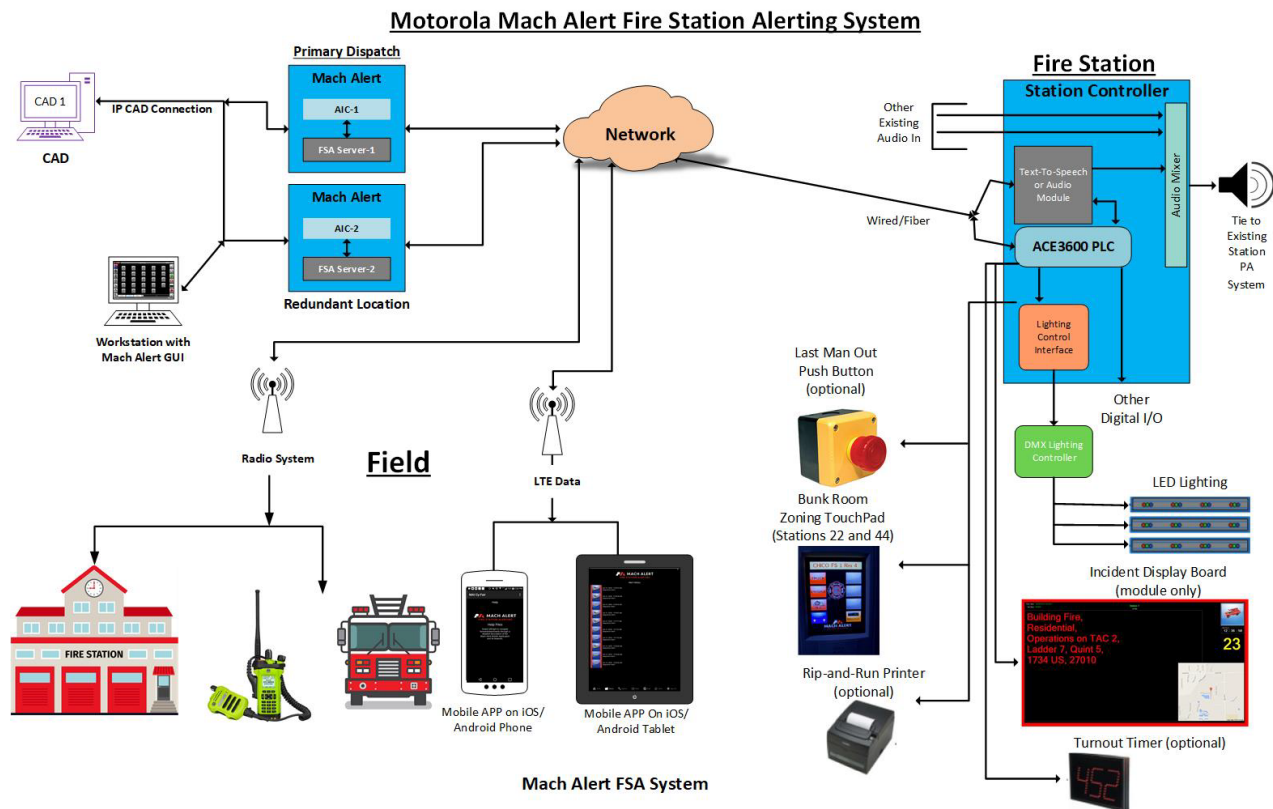


Figure 1-2: MACH Alert FSA Typical System Diagram

Mach Alert Dispatch Center Hardware

The Mach Alert Dispatch Center hardware consists of the Mach Alert FSA Server and Alerting Interface Controller (AIC). The dispatch operation is typically located at the Emergency Communications Center.

- The Mach Alert FSA Server hosts the primary Mach Alert software and provides a Graphical User Interface (GUI) to the fire station alerting system. The Mach Alert GUI is accessed using a web browser on thin clients that are located on separate dispatch operator terminals. The server also manages dispatch operator manual station alerting, automated text-to-speech incident announcements, remote system access, and system alarm and event logging. The server also provides the interface to the customer IP network for alerting over that network.
- The Mach Alert AIC is the fire station alerting interface to the Radio System. The Alerting Interface Controller is a Motorola ACE3600 high-performance controller that provides the means of communicating the alerting data over the radio network to the Mach Alert Station Controllers (SCs) located at the fire stations. The AIC also sends the alerting data over the IP network to provide redundancy to the FSA Server in the event it is offline.

The FSA Server and AIC also each contain an interface to the customer CAD System if there is one present in the overall system design. The FSA Server is normally mounted in the equipment rack with the AIC, although an alternate desktop version is also available. The following diagram shows a typical arrangement of the Dispatch Center hardware.

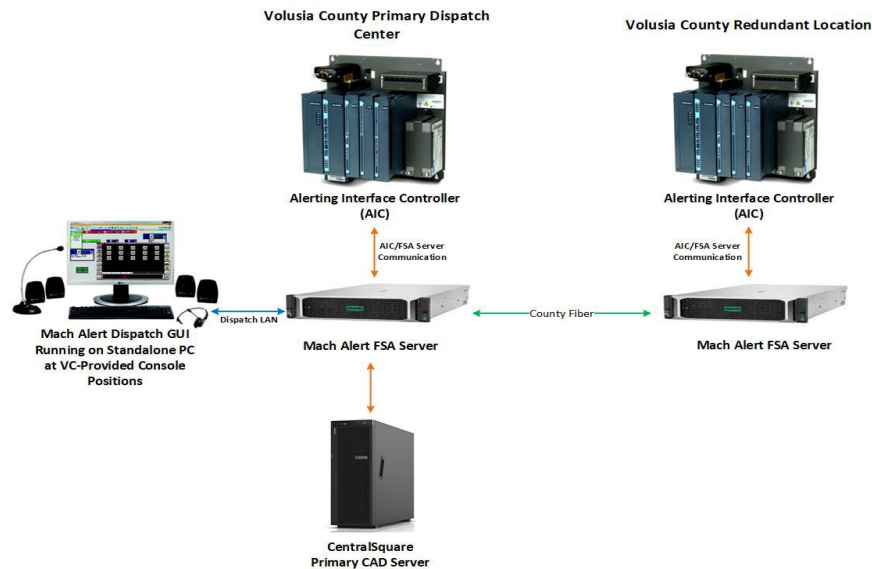


Figure 1-3: MACH Alert Typical Dispatch Center Hardware

The following diagram shows the mounting of the FSA Server and the AIC on a standard 19" equipment rack. This equipment is usually located at the Dispatch Center.

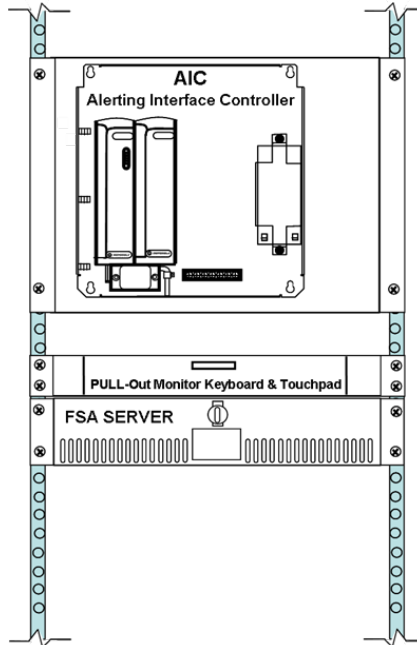


Figure 1-4: MACH Alert FSA Server and AIC

Mach Alert Dispatching Functionality

The alerting process may be either a fully automated process driven by a Computer Automated Dispatch (CAD) System integrated to the Mach Alert System or alternatively, a manual process in which the Mach Alert System is utilized to manually alert the fire stations. The Mach Alert System also provides the means of manual dispatching if there is CAD in the system, but it is unavailable due to maintenance or failure.

1.1.1 CAD as the Primary Means of Initiating Alerts

If CAD is the primary means of initiating the alerts, the fire station alerting information from CAD is passed to the FSA Server and AIC. The FSA Server processes the information and sends the alerting data over the IP network to the Mach Alert Station Controllers (SCs) located in the fire stations. Simultaneously the FSA Server controls the AIC and the AIC passes the alerting data to the SCs over both the Radio System and the IP network. The FSA Server and AIC are in constant communication, and if the FSA Server is offline, the AIC will automatically send the alerting information over both the IP network and the radio network.

1.1.2 Mach Alert as the Primary Means of Initiating Alerts

If there is no CAD in the system design, or if CAD is offline, Mach Alert provides the primary means of initiating the alerts to the fire stations. The dispatch operator, utilizing a thin browser client, accesses the Mach Alert GUI located on the FSA Server for the purpose of alerting the stations. The dispatch operator chooses the incident type, selects the fire stations to be alerted, and presses a button on the screen to initiate the alert. The FSA sends the alerting data over the IP network to the Mach Alert Station Controllers (SCs) located in the fire stations. Simultaneously the FSA Server controls the AIC and the AIC passes the alerting data to the SCs over both the Radio System and the IP network.

1.1.3 Mach Alert Browser Thin Clients

Motorola will install standalone consoles to provide access to the Mach Alert GUI via thin browser client connections to the FSA Server. The thin browser client utilizes a secure web browser to provide access to the GUI located on the server. In addition, with proper connectivity and credentials, the thin client can be loaded on Microsoft Windows-based PCs for remote dispatching or access by technical personnel.

1.1.4 Mach Alert Large System Support

While Mach Alert easily supports small and medium-sized fire departments, it also has the flexibility to support the largest of fire station systems. Several of the large system support features are as follows:

- A Mach Alert Enterprise Edition is available that utilizes multiple Mach Alert Systems as one system.
- Built-in support for up to 127 fire stations per Mach Alert System.
- Support for up to 10 simultaneous IP-based CAD Systems per Mach Alert System.
- Depending on the needs of the specific fire department, Mach Alert can be segmented to support up to 20 distinct agencies or counties per Mach Alert System.
- Mach Alert supports up to 60 simultaneous dispatch operator positions per distinct agency.

Mach Alert Redundant Dispatch Center Hardware

To provide redundancy for the Dispatch Center Hardware, Mach Alert offers a Secondary Mach Alert Server and Secondary AIC. As long as there is sufficient Ethernet connectivity, these items may be installed at a Secondary Dispatch Center to provide geographical redundancy in the instance that the Primary Dispatch Center must be evacuated or has a major shutdown. The Mach Alert Primary FSA Server and Primary AIC are constantly synchronized with the Secondary FSA Server and Secondary AIC. The Mach Alert System provides for seamless switching between the primary and secondary hardware should the primary hardware be offline. This occurs automatically and requires no human intervention. If there is no CAD in the system design, the Secondary FSA Server and Secondary AIC are required to avoid a single point of failure at the Dispatch Center and thus be NFPA 1221 compliant.

CAD System Support and MFD-P

If CAD is present in the system design, it is interfaced with the FSA Server and AIC utilizing either an IP connection or serial connection. The interfacing software API (Application Program Interface) is accomplished by employing the Motorola Fire Dispatch Protocol (MFD-P) which is a bi-directional protocol between the CAD Server and the Mach Alert hardware. This protocol was designed by Motorola exclusively for the fire station alerting market. The Mach Alert System utilizes MFD-P to receive the alerting information from the CAD Server and also provides acknowledgments back to the CAD Server to verify that the information has been correctly received. Health checks are also constantly employed to verify the health of the connection between the CAD Server and the Mach Alert System and the dispatch operator is notified if this automated alerting mechanism becomes unavailable so that the operator knows to switch to manual alerting of the stations using the Mach Alert GUI until this connection is re-established. The MFD-P API is much superior to the elementary method of monitoring the CAD data stream. To assist the CAD developer in their integration of the MFD-P API, Interface Control Documents (ICDs) are provided as well as full technical support from the Mach Alert engineering team.

Mach Alert CAD System Support Testing Laboratory

To streamline the CAD integration process, Mach Alert has implemented the Mach Alert Test Laboratory located in Tampa, Florida for just this purpose. The Mach Alert Test Laboratory consists of two FSSA Servers and two AICs representing a primary and secondary dispatch center. The lab also has hardware for 25 Station Controllers with all optional Mach Alert features representing twenty-five fire stations all integrated as one fully functional

Exhibit A-1—System Description (Section 1) VC Fire Alert System

Mach Alert FSA System. The CAD Vendor can create a Virtual Private Network (VPN) connection to the FSA Test Servers for the testing of their side of the API. This process is monitored and logged to provide feedback to the CAD Vendor. The formation of this Mach Alert Test Laboratory has proven to streamline the development of the CAD Vendor's API significantly and allows full testing of their interface to the Mach Alert system before ever stepping foot on-site at the customer's location. This significantly reduces the on-site time required, or interruption in service, for the development and testing of this CAD interface. The Mach Alert Test Laboratory has proven to reduce the system downtime time and significantly minimize the stress of the cut-over and go-live day for all dispatchers and technical personnel.

Mach Alert Graphical User Interface (GUI) Functionality

If CAD is present in the system design, it serves as the primary means of alerting the fire stations through the Mach Alert System. Mach Alert contains a CAD Monitor window to allow the dispatch operator to view the alerting information received from CAD. The Mach Alert CAD Monitor also displays the open PA time representing the time the operator can speak and be heard in the corresponding fire station's PA system during an alert.

The Mach Alert CAD Monitor window screen is shown in the following figure:

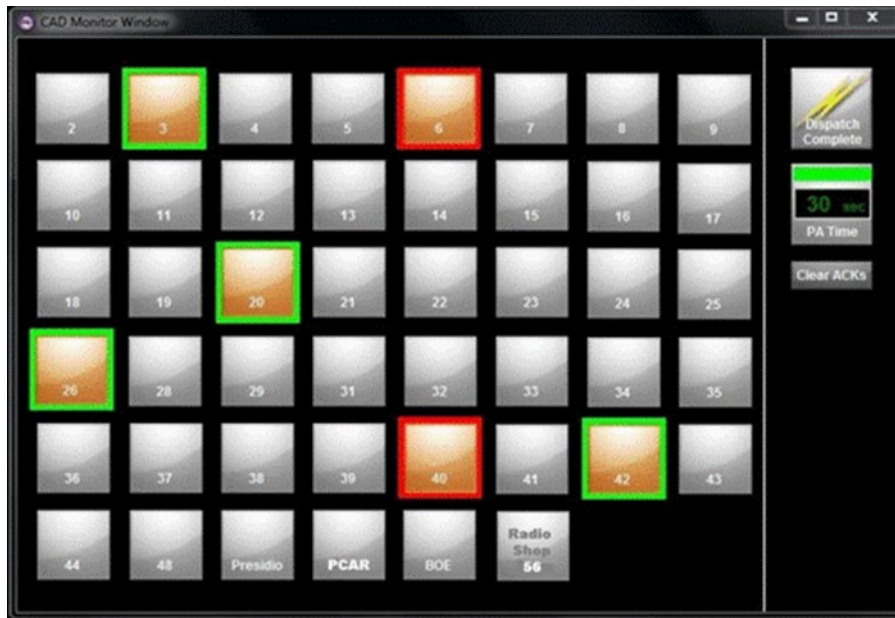


Figure 1-5: MACH Alert CAD Monitor Window

Mach Alert Manual or Backup Alerting

The Mach Alert Manual Dispatch screen is shown in the following figure:

Exhibit A-1—System Description (Section 1) VC Fire Alert System

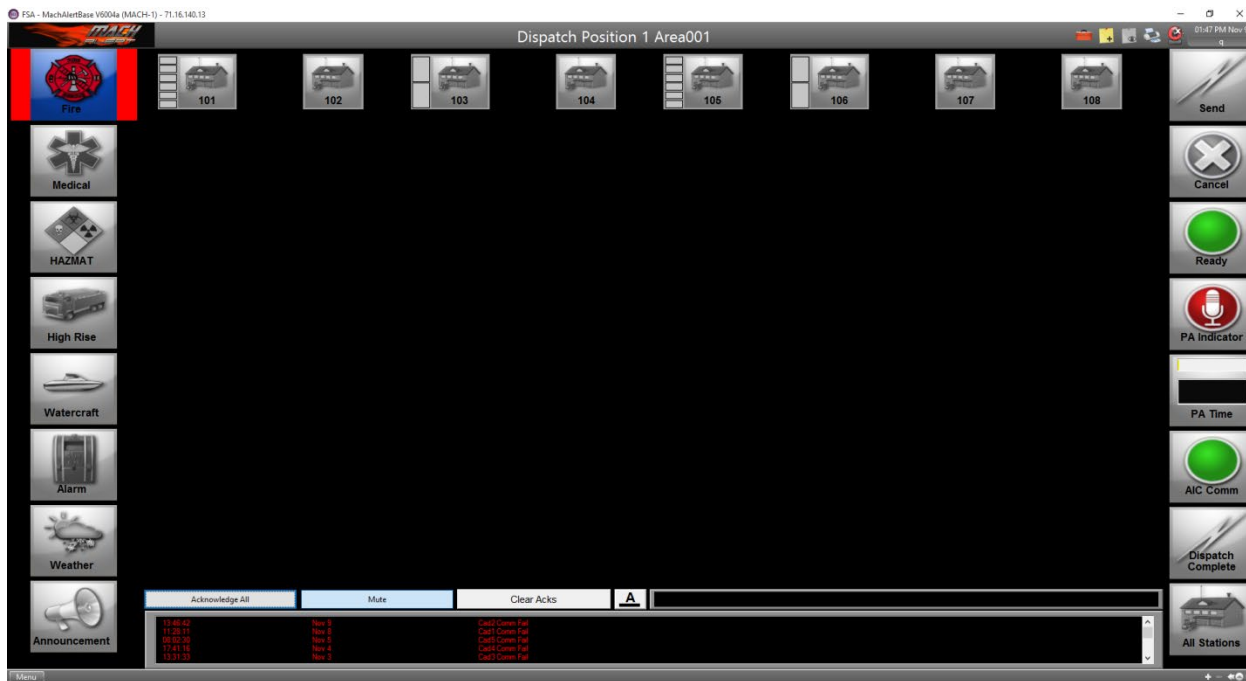


Figure 1-6: Manual Dispatch Graphic User Interface (GUI)

The Manual Station Alerting Screen is used to alert the fire stations when the CAD system is unavailable or if there is no CAD in the system. The Station Alerting Screen permits dispatch operators to quickly identify and select the type of incident and the station(s) to be alerted. Operators then select one or any combination of stations to be alerted. Multi-station select buttons may be pre-configured so the dispatch operator can instantly select groups of stations on the Mach Alert Dispatch Screen GUI. When the operator selects the station(s) to be alerted, a “Select” bar appears next to the selected station icons. All other operator positions will see a “Busy” bar next to the selected station icons indicating those stations are currently being alerted. The operator then selects the “Send” icon and the alert is sent to the selected station(s).

A green “ACK” bar next to the Station Icon is displayed when the Station Controller acknowledges the alert. If the alert does not successfully go through to the selected fire station(s), an “Alert Fail” alarm is illuminated at the dispatch operator position that initiated the alert and the station(s) that did not acknowledge the alert will display a red “NACK”. After a station alert has been sent and the toning is complete, the “PA Indicator” icon changes to green informing the operator the live voice announcement can begin. Multiple operator positions can also alert fire stations at the same time (concurrent dispatches). The system meets NFPA 1221 recommendations and ISO requirements for Dispatch Centers.

The Mach Alert GUI provides positive acknowledgment (ACK) of alerts received by the fire stations. It also indicates the Public Address (PA) system status at each of the fire stations by utilizing an audio-sensing device to confirm that the alert is being heard in the fire station. The GUI also indicates to the dispatch operator the remaining time to talk before the Station Controller (SC) in the fire station is automatically reset in preparation for receiving the next alert event.

Mach Alert Browser Viewing

The Mach Alert System software is installed on the Mach Alert FSA Server and the Mach Alert GUI can be viewed on the CAD and Mach Alert workstations or any PC with network access to the FSA Server and an Internet Explorer Browser. This integrated approach will allow each dispatch operator position to have control over the fire alerting process without CAD input. Additional workstations, monitors, and keyboards are not needed at the dispatch operator positions which would take up valuable desktop space at the dispatch positions. No GUI software is loaded on the PCs accessing the FSA Server. The browser will call and load an ActiveX client on the PC during the initial system setup. Nothing needs to be pre-loaded.

Concurrent Dispatch Positions

The Mach Alert FSA system can alert multiple fire stations from multiple dispatch positions. This provides for notifications (alerts) to be generated in very rapid succession, eliminating call (alert) stacking. Dispatch operator position client licenses (concurrent licenses) permit operators to log in from any workstation position so that multiple operator positions can be logged into the FSA system at the same time. Licenses do not have to be purchased for every operator position, only the maximum number of positions that will require concurrent operation.

The Mach Alert Server acts as a browser server that interfaces with the workstations via IP connectivity. No GUI software programs are loaded on the console workstations. Remote access to the thin-client GUI screens on the server is via a web client from the console screen. The client software is a “concurrent license” which means any dispatch position or laptop with the proper access rights and security credentials can log into the server and have access to the GUI screens and the alerting process, depending on the number of available concurrent licenses. This provides the ability for any operator position to log into the system and alert the stations, or multiple operator positions to alert different stations at the same time. The system meets NFPA 1221 recommendations.

Event Logging

Upon every alert, the alerting data is logged, time-stamped, date-stamped, tracked, and stored in the FSA Server database for future reference and printing. The Mach Alert System records and displays error and failure information for the dispatch staff. The information presented is clear and concise to detail important information that the dispatch operator needs to know. A detailed log shows all operator and system actions in a clearly shown sequence of events.

Mach Alert Event and Status Screens

The Mach Alert Event and Status screens display easily identifiable icons at each of the dispatch positions. Included in the Mach Alert GUI and the Event Log Screen (includes real-time system alarms and events and a historical database), multiple system Configuration Screens, the Communications Status Screen (includes the real-time status of the radio and IP communications links, main power status, and SC backup battery status), the Outdoor Speaker Control (Night-Mode) Screen, and the Report Generation Screen.

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

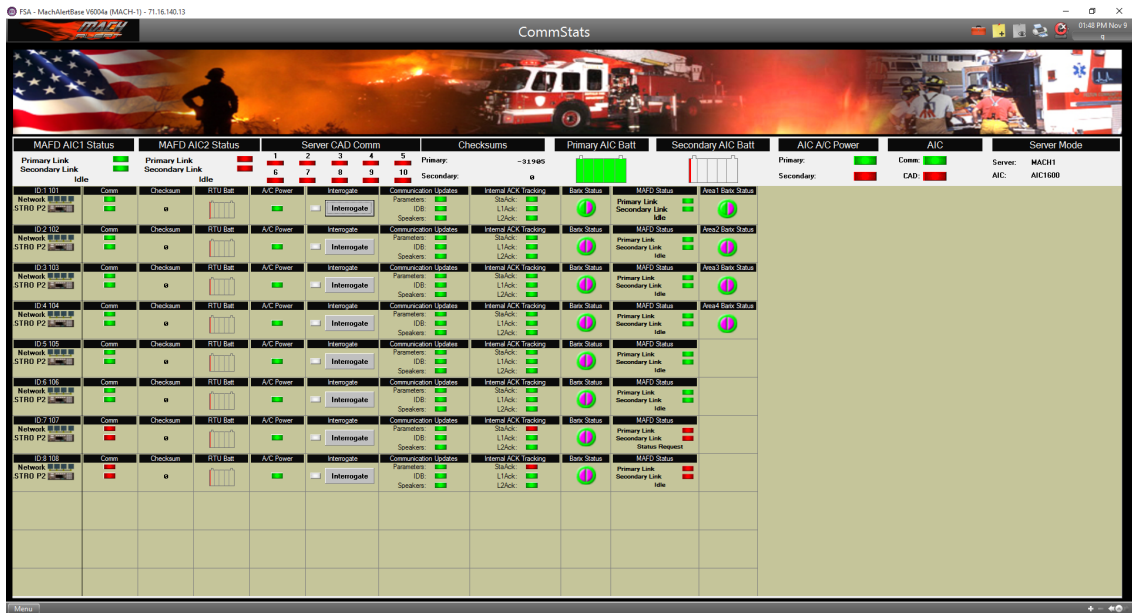


Figure 1-7: Communications Link Status

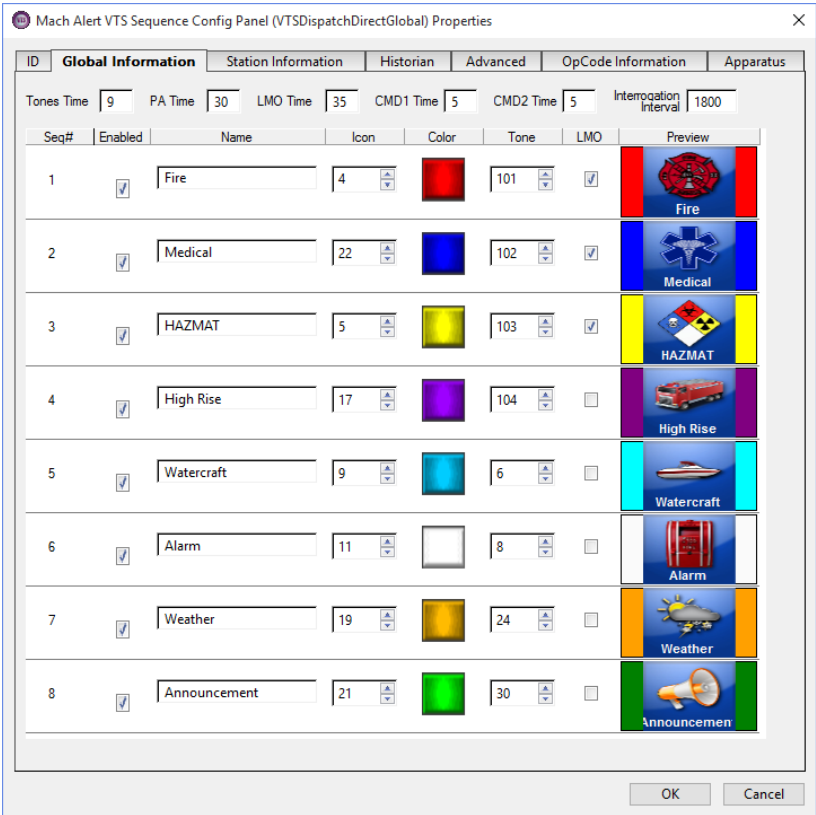


Figure 1-8: Example of Configuration Screen

Exhibit A-1—System Description (Section 1) VC Fire Alert System

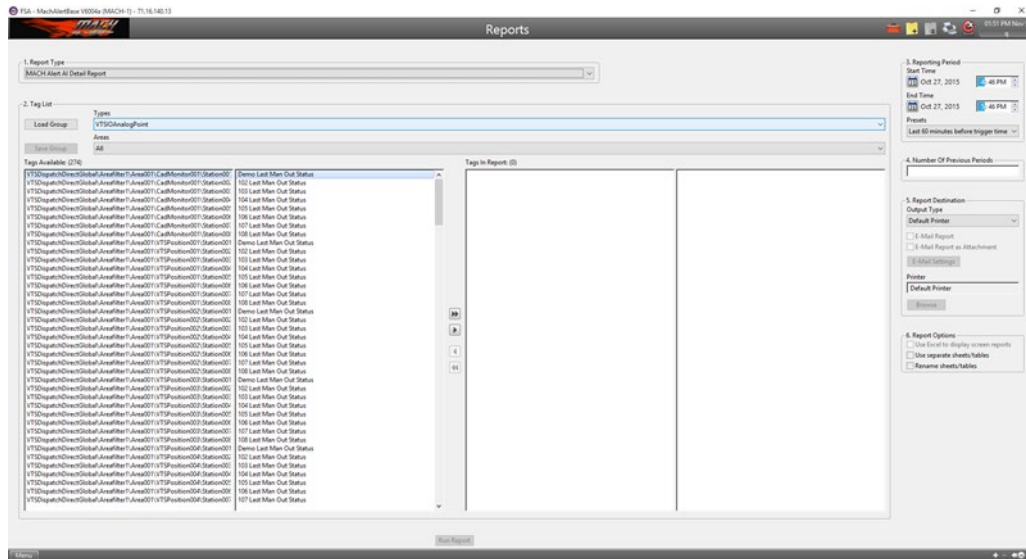


Figure 1-9: Event Report

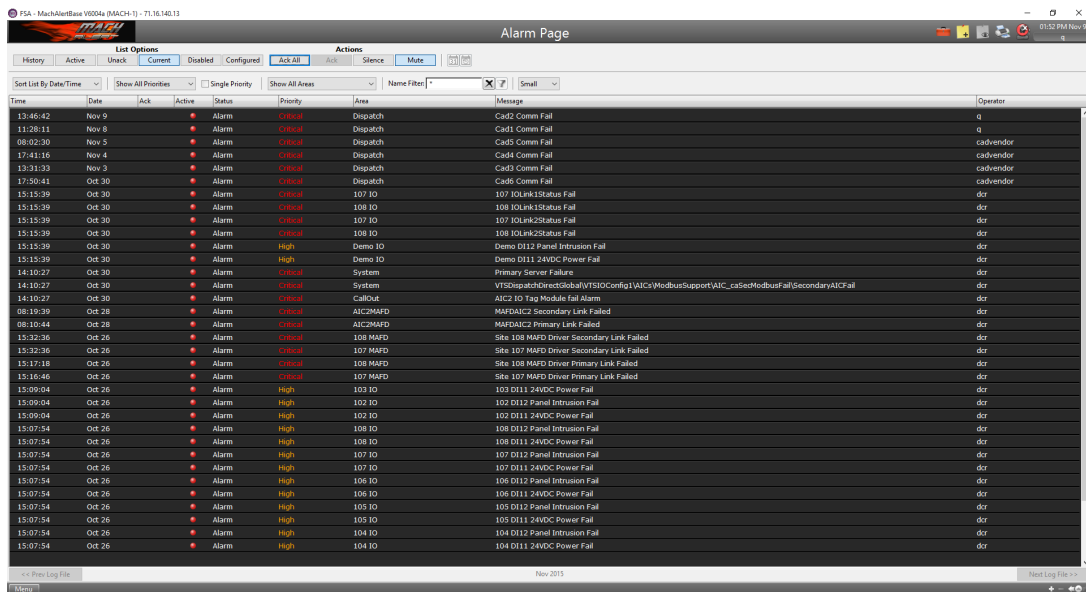


Figure 1-10: Alarm Page

Outdoor Speaker Control

The FSA system provides a feature allowing control of outdoor speakers at each station. The outdoor speakers can be configured from the FSA Server. This feature allows authorized personnel to make the following adjustments:

- Turn on or off individual outdoor speakers.
- Set up individual outdoor speakers or groups of speakers on a timer. Time On and Time Off settings will automatically turn on/off the speakers at any time during the day or night. Easily adjustable.

Exhibit A-1—System Description (Section 1) VC Fire Alert System

- The Outdoor Speaker Control Screen also permits authorized personnel to have control of the station audio. For example, settings are provided to allow the main fire dispatch audio to always be played through the station speakers (“Day Mode”), or dispatch audio only if the station(s) is alerted (“Night Mode”).

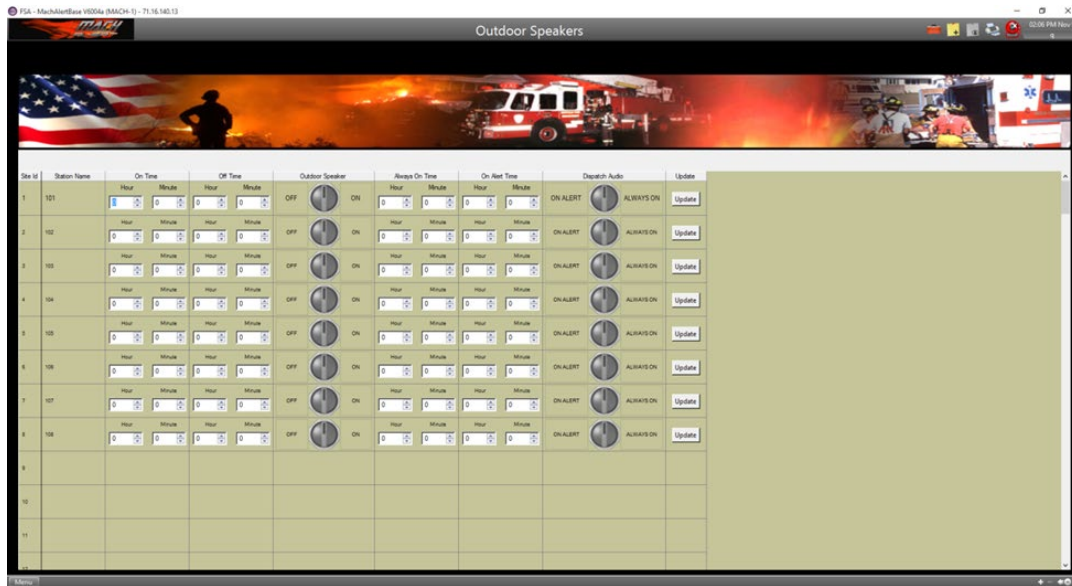


Figure 1-11: Outdoor Speakers Control Screen

Remote System Access

The Mach Alert FSA system provides remote system access. The same system alerting capabilities, as described above, are available on any PC or laptop that has a network connection (wired or wireless) to the FSA Server, proper security access rights, and proper password. If the Dispatch Center is evacuated, and the FSA Server/LAN is operational, fire station alerting can be accomplished from a remote location. Client licenses are required for remote system access.

Remote access can be used for emergency station alerting from remote locations, command vehicle dispatching, system diagnostics from remote locations, system maintenance, system configuration changes, software updates, or system monitoring by Fire Administration or IT personnel.

This feature provides backup fire station alerting if the Communications Center(s) is evacuated. Emergency fire station alerting dispatch can be directed from a mobile command vehicle or a secondary Communications Center established at a remote location. Any location with IP connectivity to the FSA Server can operate as a secondary station alerting Dispatch Center. The system meets NFPA 1221 recommendations and ISO requirements for Dispatch Centers.

System Health Monitoring

The Mach Alert System conducts automated “health checks”. The FSA Server is configured to look for an “ACK” from each Station Controller (SC) periodically. Any status changes at the fire stations are transmitted when the change occurs. This reporting by “exception” utilizes less FSA system and communication link resources than a polling scheme to all fire stations. Periodically the FSA Server also polls the CAD server for a

“heartbeat” confirmation. If there is a communication issue with any SC or the CAD server, an alarm notification is displayed in the “Alarm Window” on the Station Alerting Screen at all operator positions identifying the specific alarm. Also, these alarms can be sent to email addresses. The Communications Status Screen and the Event Log Screen will display the alarm conditions in more detail. All alarm and event information is time and date stamped, logged into the system, and stored in the FSA Server for future reference. Any SC may be manually interrogated from the Communications Status screen. The system meets NFPA 1221 recommendations.

Alarm Notifications

The Mach Alert system can detect internal and external failures and alarm conditions that affect system performance or station safety. These Alarm Notifications are displayed on all dispatch operator Station Alerting Screens and Event Log Screens. The system can also automatically send emails, utilizing the customer’s mail server, to designate personnel (user-configurable) if an alarm occurs. Typical alarms include, but are not limited to, the following:

- AIC or SC failure.
- A specific module failure in the AIC or SC.
- Failure of CAD communication with the AIC or FSA Server.
- Failure of any communication link with the identification of the failed link.
- Failure to alert a station or stations.
- AC power failure to the AIC or SCs.
- General alarm notifications (monitoring intrusion alarm panels, emergency doorbells, etc.).

These notifications will occur even if the CAD is not in the system design or is not operational. The AIC and SCs are self-monitoring and will report a failure of their modular components. “AC Power Failure” alarm notifications will be sent if the main power is lost and the AIC or any SC reverts to its battery backup. The Station Alerting Screen has an alarm window at the bottom of the screen that provides the dispatch operator with a real-time alarm display. The AIC and SC battery status and battery life can also be monitored on the Communications Status Screen. The system meets NFPA 1221 recommendations including “Monitoring for Integrity”.

System Acknowledgments and Logging

The dispatch operator receives a positive “Acknowledgment” (“ACK”) indicator on the dispatch screen when the fire station SC receives the alert command. The ACK will be sent back over both communications links. This information is logged and stored in the FSA Server’s historical database. The system meets NFPA 1221 recommendations.

Mach Alert GUI System Security

The Mach Alert System supports multiple levels of login authorization to limit operator actions for advanced features such as the configuration of station devices and output functions. System security is configured during system setup and is tailored to the needs and requirements of the customer. By default, the FSA Server supports Secure Socket Layer (SSL) encryption of remote connections, e.g. connections between the FSA Server and the dispatch workstations running the Mach Alert Dispatch Screen GUI.

Mach Alert Zone-Based Alerting

Mach Alert also supports zone-based alerting schemes, emulating the sequence of alerting operations featured in Motorola’s FSA3000 and FSA4000 fire station alerting systems. With Mach Alert’s zone-based alerting, each audio zone at a fire station can be assigned a specific tone in addition to, or in place of, the incident-type tone.

Mach Alert Apparatus Alerting

Mach Alert offers optional alerting by apparatus type. Mach Alert Apparatus Alerting provides for the following features:

- Enables the ability to select apparatus items on the manual alerting interface, receive apparatus requests from CAD when the CAD interface is used, and play a different tone at the station for each apparatus selected in the alert.
- Allows dispatch operators to contact specific areas of a station with unique tones associated with a specific apparatus as well as zoning support to send audio to a single area of the station where the fire station personnel associated with that item are located.

FSA System Transport Functionality

This section addresses the Mach Alert functionality over the various possible transport media. Mach Alert supports numerous Radio Systems in addition to IP networks.

1.1.5 Radio Systems Supported

The Mach Alert FSA system has multiple integrated communications ports allowing it to utilize various Radio Systems dedicated to fire station alerting (not voice). There is not an integration to any radio resource at the fire station level included in this proposal. Volusia County will continue to utilize their existing VHF backup paging system as their secondary route of notification for NFPA1221 compliancy. Mach Alert supports alerting over the following Radio Systems:

- 700/800 MHz Digital Trunking (Call Alert)*
- UHF R2 (450-520 MHz) Band Digital Trunking*
- UHF R1 (380-470 MHz) Band Digital Trunking*
- VHF Digital Trunking*
- 800 MHz Analog Trunking
- RF Conventional UHF Analog
- RF Conventional VHF Analog
- If not using a Motorola IV&D Digital Trunking system, the system will be limited to a 2-pair handoff from a donor radio. One pair will be the triggering mechanism (will activate when that radio is signaled to alert), and the other pair will be the audio feed to the Mach Alert unit.

1.1.6 IP Network Support

In addition to alerting over the Radio System, Mach Alert also supports Ethernet IP Networks utilizing customer enterprise connectivity between the Dispatch Center(s) and the fire stations. Please note that minimum bandwidth requirements must be met to provide reliable Ethernet link connectivity. These bandwidth requirements are available upon request.

1.1.7 Alerting Over Redundant Communication Links

The Mach Alert FSA system supports up to two (2) redundant communications links for station alerting (data) and an independent communications link for announcements (voice). The system design offers a “high-availability” fire station alerting operation through multi-level redundancy.

Both the existing IP network and the existing radio system can be used to alert the fire stations. Station alerting is transmitted over the redundant communications links concurrently. The key point here is that the Mach Alert FSA system does not have to make a selection if one link fails, as is often the case with PC-based systems. This

assures the alert data will reach each fire station controller selected to be alerted with minimal delays. Alerting over Redundant Communication Links meets NFPA 1221 requirements.

Motorola highly recommends utilizing two redundant communications links for station alerting.

If the radio system used for alerting is offline, station alerting will be processed using the IP network. If the Ethernet link used for alerting is offline, station alerting will be processed using the radio link.

If the radio link or the IP network link fails to the fire stations, the Mach Alert System will continue to function, including toning, CAD processing, backup dispatch, zoning, event logging, and failure notifications. The system meets NFPA 1221 recommendations.

At the fire station, the Station Controller activates the alert tones based on data received on the first (quickest) link and does not process data from the other link. However, both the radio and IP communication links send an acknowledgment (“ACK”) back to the AIC to verify that both communication links are operational. ACKs are also sent to the CAD system, if present, for updating. After the alert tones are played, the dispatch operator can begin the voice announcement.

Mach Alert supports the following combination of alerting links:

- One (1) Ethernet link and one (1) Radio System (Trunking or Conventional) link
- Two (2) Radio System (Trunking and/or Conventional) links
- Two (2) Ethernet links

Note: For the Mach Alert system to be independently NFPA 1221 compliant, two data links are required.

1.1.8 Data Integrity

The Mach Alert FSA system utilizes the Motorola Data Link Communications (MDLC) protocol specifically designed for data over radio networks. It creates a true wireless network environment that provides maximum data integrity. The MDLC protocol is based on the Open System Interconnection (OSI) model recommended by the International Organization for Standardization (ISO). MDLC utilizes all seven layers of the OSI model and is designed for point-to-multipoint links such as an FSA system. MDLC provides optimum operation in saturated RF environments. The protocol facilitates communications among all sites in the system, including extensive diagnostic messaging. CRC-32 level data detection is provided. The MDLC protocol is also used to ensure data integrity over Ethernet for alerting via the AIC over the IP network.

1.1.9 Dispatch Operator Voice Announcements

The dispatch operator's voice announcements are sent on a separate and independent radio talk group/channel. The same Radio Systems that are supported for alerting are also supported for voice announcements.

1.2 Mach Alert Fire Station Hardware

The following sections detail the Mach Alert Hardware that is available for installation in the fire stations.

1.2.1 Mach Alert Station Controller

The Mach Alert Station Controller (SC) is a Motorola ACE3600-based high-performance RTU installed in a NEMA-1 wall-mount industrial panel. The SC is located at each fire station typically in a communications utility room. The SC processes information to and from the AIC and FSA Server, generates alert tones, and provides station audio control including optional text-to-speech decoding.

The Station Controller (SC) is a modular unit containing the following hardware:

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

- Motorola ACE3600 Power Supply Module.
- Motorola ACE3600 CPU Module.
- Motorola ACE3600 Digital Input/Output Module - additional modules are available to support additional I/O functionality.
- Optional Motorola Radio(s) – space is provided within the SC to house one (1) Motorola Alerting Data Radio and (1) Motorola Voice Radio.
- Integrated 6.5 Ah Backup Battery.
- An XLR audio input is provided to interface with an optional external voice radio.
- A balanced line-level audio output connection is provided to interface with the fire station PA amplifier.
- A Tones module for the storage of audio tones. 35+ default tone library pre-loaded. Custom tones are supported.
- Optional TTS Module for in-station TTS.
- Additional 10/100 Ethernet connectivity module.
- Audio mixer and audio relays to control the flow of audio to the station PA system.
- Live audio sensing device.
- 4-port Ethernet switch.
- Support for external Turnout Timers.
- 8 Digital Output Relays standard – may be purchased with up to 40 Output Relays for additional output control.
- 8 Digital Input Terminal Blocks standard – may be purchased with up to 24 Terminal Blocks for additional monitoring capability.
- Depending on the options purchased, the SC may also house supporting hardware for the LED Zoned Lighting System and Zone Selector Switches.
- Transient Voltage Surge Suppression.
- Automatically resets after an alert is completed in preparation for the next alert.

Below is a mechanical design view of the Mach Alert Station Controller:

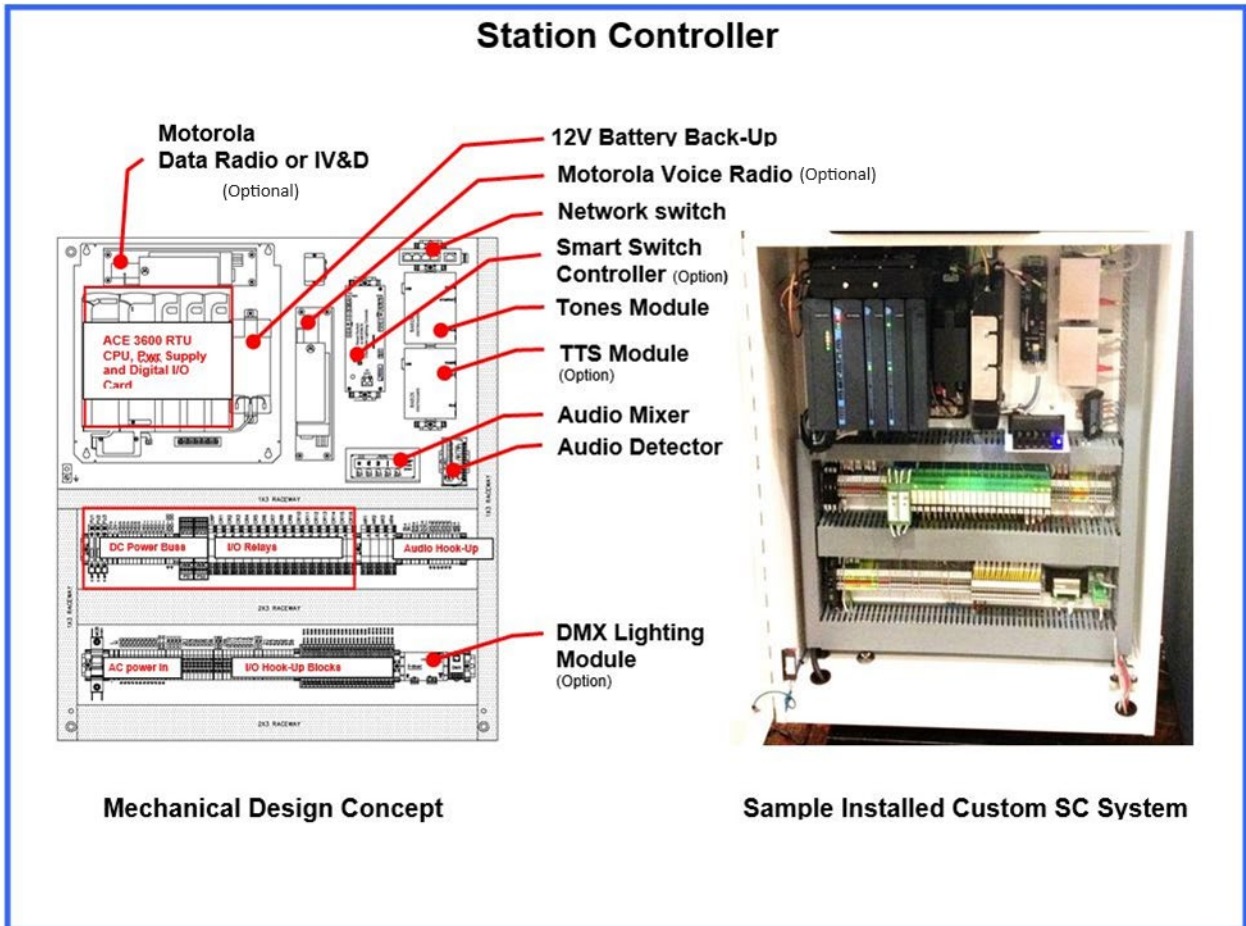


Figure 1-12: MACH Alert Station Controller

Station Audio Alerting

The Mach Alert Station Controller hardware and software automatically control the alerting process. When stations are alerted, unique alert tones are played over the station's PA system. To prevent additional stress, these tones are ramped ("heart saver"); that is, they start at low volumes and escalate in volume to a desired level for a specific period of time. The tones can also be unique based on incident type, apparatus, company, and/or personnel. They can include a combination of tone and recorded voice. Custom, user-supplied tones are a standard feature of the system design. Toned alerting meets NFPA 1221 recommendations.

Mach Alert provides several available options for providing audio to the fire station.

- An Audio Tones Module supplies ramped alert tones and a brief pre-recorded voice alert designating for the type of alert, followed by opening the station PA system for the dispatch operator to verbally alert personnel. This is a standard feature of Mach Alert.
- The Text-to-Speech (TTS) function can translate a CAD-generated text string containing specifics of the alert message (or a type-written message generated via the dispatcher if there is no CAD in the system, or it is unavailable) into human-voice quality speech and transmit it over the IP network to the Station Controller as a compressed audio file for playback after completion of the locally stored alert tone.

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

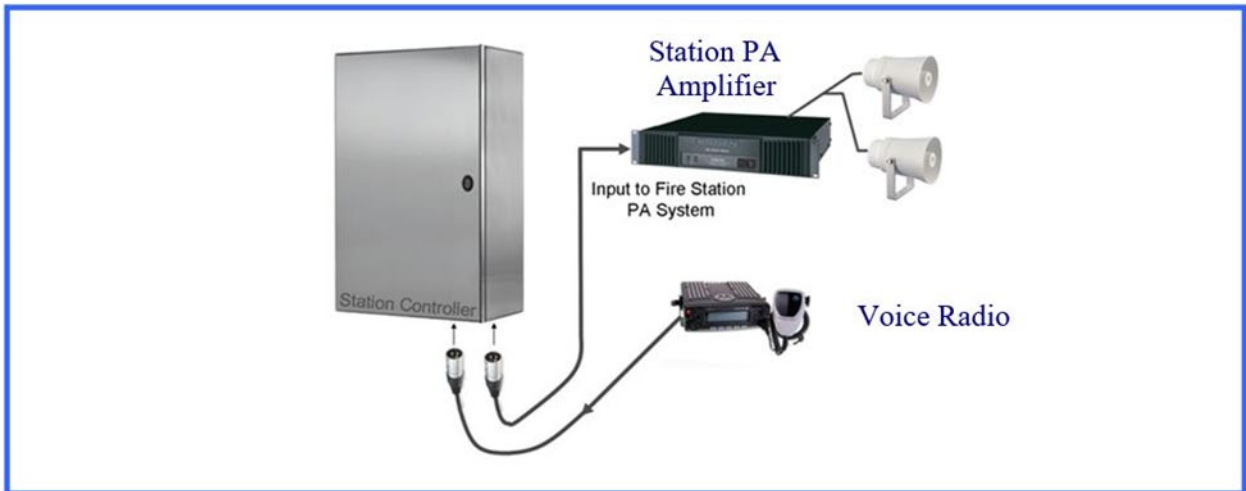


Figure 1-13: MACH Alert Station Audio

Mach Alert Mobile App

Each Mach Alert system can support a companion notification app for iOS and Android devices. The App includes a robust user and role management interface, enabling system administrators to create custom alert filters—allowing precise control over which users receive specific alerts. Upon each alert, the companion app notifies selected first responders on their devices, offering:

- Incident information (from CAD or manual entry) with text-to-speech
- Incident Mapping and directions
- Alert tones
- Turnout timer
- 24-hour alert history
- Manual user acknowledgment

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

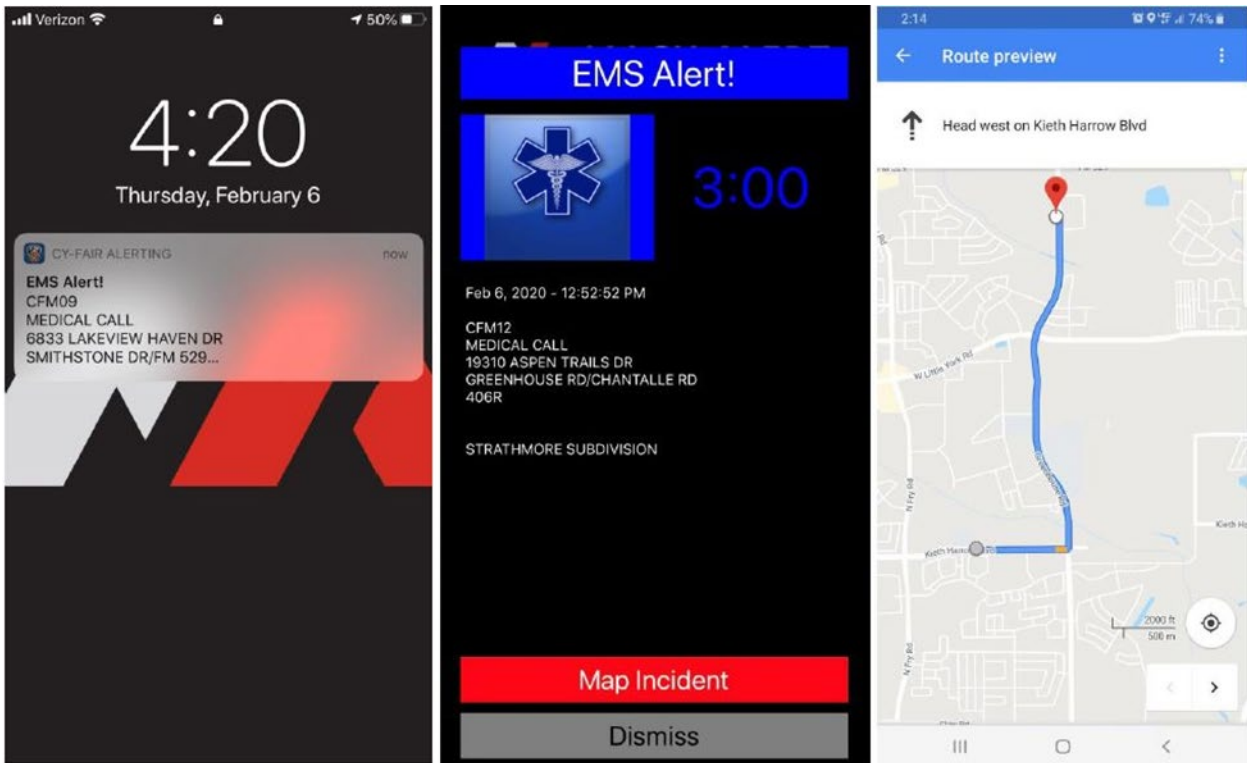


Figure 1-14: MACH Alert Mobile App

Station Zoning (Audio and Light Zones) – Only Volusia County Stations 22 and 44 included dynamic selector switches.

The Mach Alert FSA system supports the partitioning of fire stations into specific zones, each receiving specific types of alerts. The Mach Alert System can accommodate zone partitioning based on the individual needs of each fire station. It supports zoned alerting with ramped custom tones, ramped LED bunkroom lighting, apparatus bay and common area alert lighting, egress lighting, and automated outdoor speaker control (day/night modes).

Typical Station System with LED Zoned Lighting

The diagram below shows a typical Mach Alert Station Controller-based system with options implemented for alert lighting and audio as well as zone selection switches.

LED Alert Lighting – Included for Volusia County Stations (102 LED Lighting Strips and 21 LED Controllers)

The use of LED lighting strips for the FSA installation is for visual alerting in addition to the audio alert (PA) system. The RGB lighting strip is compatible with a commercially available controller. LED lighting strips are activated and controlled in various colors and sequences to alert station personnel of conditions and warnings.

Exhibit A-1—System Description (Section 1) VC Fire Alert System

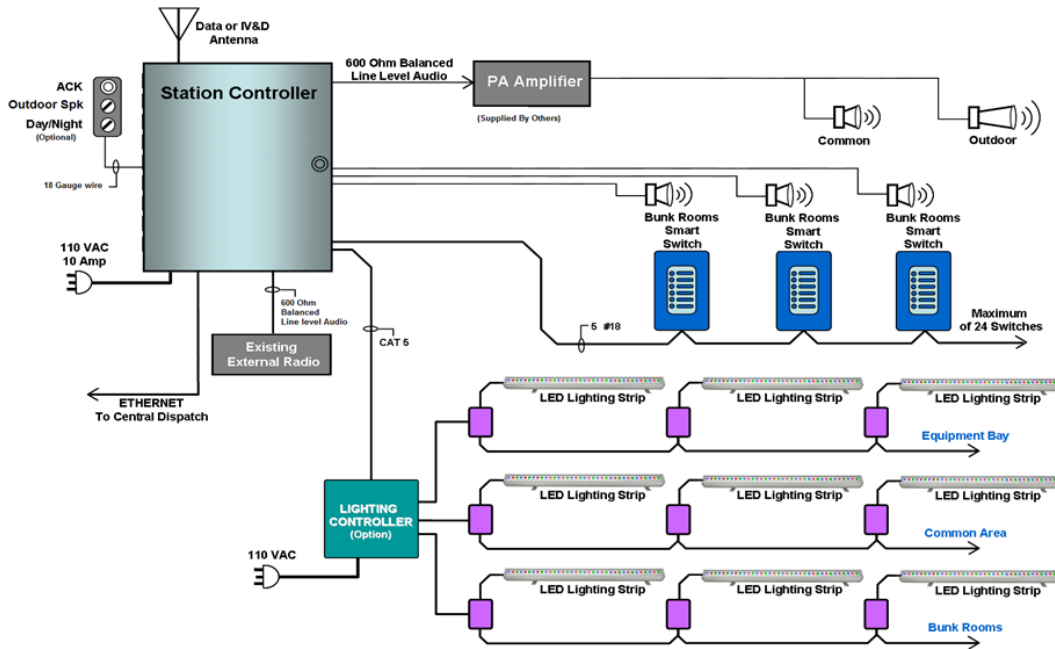


Figure 1-15: Lighting Controller

The LED lighting is connected to the Station Controller. The LED lighting can be configured for ramp time, maximum intensity, and colors.

Bunkroom LED lighting is ramped. Each bunkroom can have an LED light strip that will activate based on the type of alert. For example, if the bunkroom is reserved for the engine, the LED strip can be set to ramp to a red display. If the bunkroom is reserved for rescue, the LED strip can be set to ramp to a blue display. These high-intensity, RGB color LED strips can also be used in the common areas, bays, weight rooms, outside, offices, etc. When used in the hallways, they provide adjustable soft white egress lighting.

Exhibit A-1—System Description (Section 1)
VC Fire Alert System



Figure 1-16: MACH Alert LED Lighting

Dynamic Zone Selection Switches – Included for Volusia County Stations 22 and 44 (9 bunkrooms total)

If a department desires to have the flexibility of using their bunkrooms based on specific personnel, apparatus, and/or company, wall switches may be provided as an option, allowing each bunkroom (or Zone) to select the type of alert, or combination of alerts, to be directed to that bunkroom. Fire or EMS personnel can use any bunkroom and select their specific alert(s) to be directed to that room. LED indicators on the wall switch indicate which alerts have been selected, or no alerts.

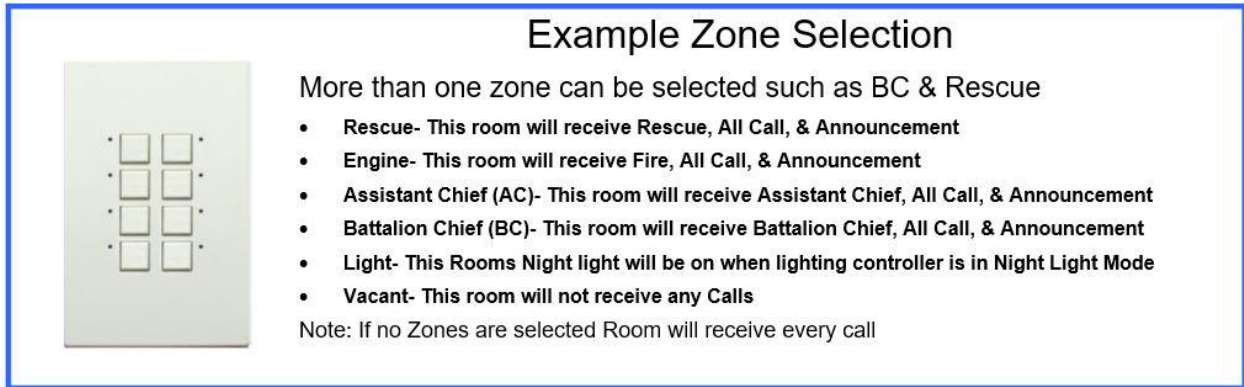


Figure 1-17: MACH Alert Zone Selector Switch

Incident Display Boards (IDBs) – (42 Modules Included for Volusia County Stations and all 61 Station Controllers are Licensed)

IDBs can be provided for each fire station. High Definition (HD) LED or LCD monitors are being provided by Volusia County and will be configured to display incoming alert incident information based on input from the CAD system (for example, units responding, address/location, incident type, cross streets, etc.) When alerted, the displays present a screen border color-coded to indicate the call type. A “count-down” and “count-up” timer is displayed indicating the amount of turnout time left and the amount of time past the required departure. The countdown timer is yellow. When it indicates 00, it turns red for the count-up time. If Internet access is granted, a map of the incident location can also be displayed on the IDB.

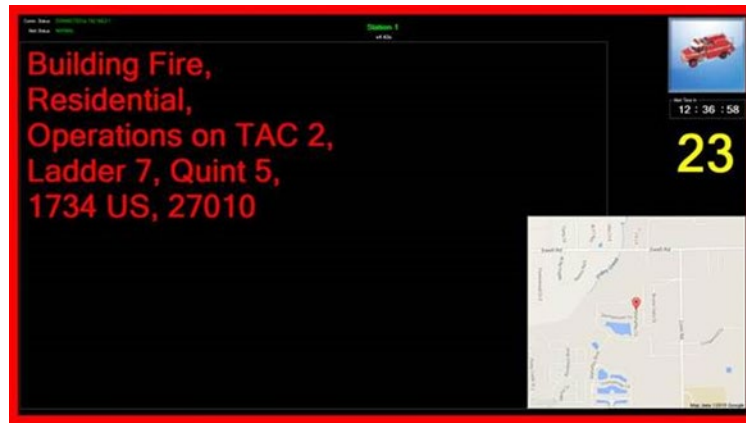


Figure 1-18: MACH Alert Incident Display Board

Optional System Features

Optional fire station auxiliary functions can be added to the Mach Alert FSA system to further enhance how a department responds to emergencies. Auxiliary functions may include, but are not limited to the following:

- Turnout Timers
- “Rip-and-run” Thermal Printers
- LED Scrolling Message Boards
- Station Status Touchscreen
- Opening bay doors
- Manual acknowledgment to dispatch that the station was alerted
- Manual acknowledgment to dispatch that the first responder has exited the station
- Automating exhaust systems
- “Safe Zone” doorbells can be heard over the PA system
- Appliance shut-off (automatic upon alert or button push)
- Station audio and lighting zones
- Bunkroom zoning
- Monitoring station intrusion alarms
- Control of traffic signals
- Monitoring generators (on/off, failures)
- Status of appliances (on or off)
- Status of fire station alerting equipment
- Weatherproof NEMA-4, NEMA-4X, or extra-large enclosure options

Turnout Timer (TOT) – Optional

The Mach Alert system can trigger an optional wall-mounted turnout timer when an alert is received. The TOT has configurable settings that allow for the adjustment of the countdown time interval. The countdown time is also configurable based on the alert type and can be automatically reset upon the next alert or can be reset through an external (optional) push button. The display is a 3-digit LED display that has a character viewing distance of 125 feet.



Figure 1-19: MACH Alert Turnout Timer

“Rip-and-Run” Thermal Printers – Optional

Mach Alert offers optional “rip-and-run” thermal printers at each fire station. Upon alert, the Station Controller transmits alert information (sourced from CAD or manual entry) to the thermal printer, which prints a perforated slip of paper with the critical information from dispatch. Mach Alert also supports existing printers via a serial interface.



Figure 1-20: MACH Alert Rip and Run Printer

LED Scrolling Message Boards – Optional

Mach Alert supports LED scrolling message boards at the fire stations. These single-line, IP-enabled marquee boards are configured to display alert incident information based on data from CAD (or manual entry) upon alert.

Station Status Touchscreen - Optional

The Mach Alert Station Controller at each fire station can be linked to a local status touchscreen. From this screen, fire responders or IT personnel can review local system alarms and histories, initiate test alerts, or configure the screen to act as a “last man out” device.

Standards and Compliance

The Mach Alert System design incorporates hardware, software, and system configurations that meet and exceed Public Safety standards for fire station alerting, NFPA 1221, NFPA 1710, and Monitoring for Integrity. Mach Alert has been designed to aid Dispatch Centers in meeting ISO requirements. Some key compliance points are as follows:

- NFPA 1221-compliant for Emergency Services Communication Systems
 - Redundant dispatch circuits supported
 - Independent backup power sources
 - Unique alarms
 - Integrity monitoring
 - Redundant communications links supported
 - Designed to improve turnout times
 - Independent dispatch voice circuit
- NFPA 1710-compliant for Organization and Deployment of Emergency Operations

Reliability

Understanding that reliability is of the utmost importance, the Mach Alert System design incorporates the following features to achieve this goal:

- Mach Alert utilizes Motorola's ACE3600, a proven high-performance Remote Terminal Unit (RTU) designed for industrial use
- NEMA-rated enclosures protect in-station hardware from damage
 - Locking doors and tamper detection switches standard
 - Upgraded enclosures available for outdoor use
- Redundant server components guard against failure
 - Dual power supplies
 - RAID 1 hard drive configuration
- Internal battery backup for the Station Controller and Alerting Interface Controller
- Separate voice and data links
- Redundant communications prevent single points of network failure
 - Alerts are sent over both links simultaneously
- Automatic alert retry in case of transmission failure

Multiple Levels of System Redundancy

If the proposed Fire Station Alerting System Architecture is NFPA1221 compliant, the Mach Alert FSA system offers multiple levels of system redundancy:

- If the CAD system should fail, the FSA Server provides the means for manually alerting the stations.
- If the FSA Server should fail, the CAD system will alert the stations directly via the Alerting Interface Controller (AIC).
- If the AIC should fail, the CAD system will alert the stations via the FSA Server (over IP only).
- Redundant communications links to each station (radio and IP) for station alerting.

Exhibit A-1—System Description (Section 1)
VC Fire Alert System

- Redundant hard drives in the FSA Server.
- Remote access for station alerting from a secondary location or a command vehicle, for example.
- Integrated backup battery for the AIC and Station Controllers (SCs).
- If redundant FSA Servers and AICs are provided, then full Mach Alert dispatch hardware redundancy is achieved. If one of the FSA Servers should fail, the other automatically takes over. If one of the AICs should fail, the other AIC automatically takes over.
- If the CAD system should fail, a manual means of alerting stations is provided

Section 2

Statement of Work

Motorola Solutions is proposing to Volusia County the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Existing Volusia County Dispatch	Install 2 AICs, 2 Servers, 4 Dispatch Workstations, 1 Text-to-Speech interface, 4 console/workstation client installations, and the necessary spares.
61 Fire Department Locations	Install 61 Station Controllers containing 61 ACE3600s with integration to existing overhead paging systems.
21 Volusia County Fire Locations	Install 102 LED Light Strips, 21 LED Controllers , 9 Touchpad Selector Switches, 42 IDB modules (to County-provided TV/Monitors), and 21 Day/Night Switches.

The document delineates the general responsibilities between Motorola Solutions and Volusia County as agreed to by contract.

This Statement of Work (SOW) describes the most current understanding of the work required by Motorola Solutions, Inc. (“Motorola”) to provide a successful implementation of a Mach Alert Fire Station Alerting (FSA) system for Volusia County.

The Mach Alert FSA system will utilize the existing radio system for the requested Text to Speech functionality

It is understood that this SOW may be revised during contract negotiations or the Detailed Design Review (DDR), and through any other Change Orders that may occur during the execution of the project.

The following sections detail the specific responsibilities of the Customer and Motorola in general and during various project phases. Motorola is responsible for coordinating and ensuring proper execution.

Motorola and Mach Alert will work with the Customer to integrate basic fire station alerting (FSA) functionality on the existing CAD system.

	Motorola Solutions	Volusia County
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contracts and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday through Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document the final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Provide backhaul performance specifications and demarcation points.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Provide minimum acceptable performance specifications for customer-provided hardware, software, LAN, WAN, and internet connectivity.	X	
Execute Change Order reconciling all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon “frozen” design, along with any relevant Change Order documentation.		
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to the installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Provide an existing fire IP network that can accommodate the additional components for the requested upgrade.		X
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Provide Motorola personnel with administration rights to modify group policies on the domain controller and set up secure connections for Dispatch Positions for Browser Client support.		X
Deliverable: Equipment installed.		
Primary and Redundant Dispatch and Fire Station Installation		
Install Server, AIC, ACE3600, and Fire Station Controllers.	X	
Unistrut Hardware for mounting ACE3600	X	
Obtain Electrical Subcontractor (if required)		X
Perform Equipment Inventory and Delivery to Customer Sites	X	
Provide an Ethernet network connection with a minimum throughput of 1Mbps from each Fire Station to the FSA server located in the Dispatch facility. Provide required system interconnections between the dispatch and the radio CEN network, as well as the customer-provided network between dispatch and fire stations.		X

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present them for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present them to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.	X	X
Conduct a cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

	Motorola Solutions	Volusia County
Cut over users and ensure that user radios are operating on the system.		X
Resolve punch list items, documented during the Acceptance Testing phase, to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with the resolution of identified punch list items by providing support, such as access to the sites, equipment, and system, and approval of the resolved punch list items.		X
Deliverable: Migration to new system completed, and punch list items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during the warranty which aligns with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by the Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list, and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer-preferred electronic media. The documentation will include the following: • Site Block Diagrams. • Site Floor Plans. • Site Equipment Rack Configurations. • ATP Test Checklists. • Functional Acceptance Test Plan Test Sheets and Results. • Equipment Inventory List. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.1 Volusia County Responsibilities

Volusia County will assume responsibility for the installation and performance of all other equipment and work necessary for the completion of this project that is not provided by Motorola Solutions. General responsibilities for Volusia County include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for the project as required.

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

- Volusia County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- Coordinate the activities of all Volusia County vendors or other contractors.

2.2 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola Solutions will verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Volusia County or the responsible Fire Department is to provide all buildings, equipment shelters, and towers required for system installation.
- Volusia County or the responsible Fire Department is to ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Volusia County or the responsible Fire Department is to obtain all licensing, site access, or permitting required for project implementation.
- Volusia County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described. If additional grounding or electrical are necessary, a change order may need to be executed.
- Any site/location upgrades or modifications are the responsibility of Volusia County.
- If multiple facilities that require alerting are on the same property (i.e. Fire in one building and EMS in another), it is the responsibility of the customer to provide adequate conduit(s) with pull strings for the cabling to be pulled between buildings. The buildings shall be no more than 50' of each other.
- Approved FCC licensing provided by Volusia County.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Volusia County.
- No coverage guarantee is included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Volusia County system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Please note that according to the current system architecture, the Mach Alert solution as provided in this proposal, along with the County's existing standalone VHF paging solution is NFPA 1221 compliant. This is due to there being two standalone systems with Mach Alert being one method of notification with There is not an integration to any radio resource at the fire station into the Mach Alert included in this proposal.
- Volusia County shall provide at least one (1) reliable Ethernet network connection (min 1Mbps) to dispatch and all fire stations for the fire station alerting solution and provide all network equipment and cabling to the Mach Alert or Motorola-provided equipment. Networking components such as firewalls, switches, routers, or modifications to any such equipment are the customer's responsibility. Switching equipment for operation of the FSA system after the County-provided Ethernet (RJ45) handoff(s) at each location is included.
- Provide Mach Alert support staff with a mechanism for secure remote access to the proposed FSA Server.
- Provide adequate rack space, in a conditioned environment for the proposed FSA servers and associated ancillary equipment.
- Volusia County or the local municipality to supply adequately sized AC electrical service and backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location to the mutually agreed upon demarcation point.

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

- The County is to provide connectivity between the CAD system and the FSA system via an IP connection as defined in the specification to be provided at system procurement. Coordinate CAD Interface Setup and Functional Testing, per Mach Alert CAD Interface Functional Test and Procedure/Checklist, and document results.
- Existing traffic light preemption, door interfaces, and gas/electrical disconnect devices will be wired to one of the existing digital inputs in the Mach Alert system using a common normally open or normally closed setting. Motorola shall quote the necessary low-voltage cabling to the solenoid replacing an existing low-power activation wall switch, but it is the County's responsibility to integrate the cabling to the county-provided interface.
- County to provide a reliable interface/connectivity from the County's CAD vendor (CentralSquare Technologies) to the Mach Alert FSA System via an IP Connection according to specifications. Any API development costs that are required by the County's existing CAD vendor are not included in this proposal and will be a County responsibility. We've included the cost for MA to work with the County's existing CAD vendor during API development.
- If the County elects to proceed with the TTS via OTA option then they will be required to provide the Harris donor radios at the dispatch site. The County will be responsible for programming those radios.
- The County and the Fire Stations are responsible for providing the standalone VHF paging solution that is not integrated into the Mach Alert solution.
- Assumes reuse of the existing PA system (i.e. amplifiers and speakers) at the Fire Station(s).
- Access to locations for the installation of equipment will be provided by Volusia County during the installation.
- Assumes installation of 61 fire stations, dispatch, and any additional system components (add-ons) at the same time.
- Costs for fire station lighting licensing, IDB licensing, and redundant NICs have been included in all station controllers, regardless if they are outfitted with these optional add-ons.
- Lighting implementation included is to configure one (1) station with the customer, therefore training them on how to configure additional stations.
- Warranty costs are to be determined after a system design has been finalized.
- Removal, relocation, and disposal of obsolete communications equipment will be the responsibility of the County.
- This document includes all the necessary items to ensure a smooth installation and deployment, this quote includes estimates for the following services:
 - System installation, optimization, integration, and testing
 - Project management and field engineering for system installation and optimization
 - System documentation

For Reference - Key Terms

- AIC - Alerting Interface Controller
- TTS - Text To Speech
- IDB - Incident Display Board
- OTA - Over The Air
- RTU - Remote Terminal Unit
- SC - Station Controller
- CAD - Computer Aided Dispatch
- FSA - Fire Station Alerting
- MA - Mach Alert

Exhibit A-2—Statement of Work (Section 2)
VC Fire Station Alerting

- CEN - Customer Enterprise Network

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Section 3

Service/Warranty

3.1 Warranty

Motorola Solutions is providing a warranty for the FSA system such that the equipment and software are free from defects for eighteen (18) months from the date of shipment from the Motorola or Mach Alert facility or twelve (12) months from customer system acceptance, whichever is earlier.

The warranty does not apply to malfunctions, failures, or defects resulting from abuse, misuse, accident, alteration, neglect, improper maintenance, unauthorized or improper repair or installation, or acts of God such as fire, flood, etc.

3.2 Maintenance & Support Contract

Motorola has included a total of 5 years of maintenance and support in this proposal. This will include hardware and software maintenance and support. This begins at the start of the warranty.

Any additional (optional) items quoted directly to the city fire departments for this initial phase, must be executed on or before November 8, 2024, to include extended maintenance and support for these options, if desired. Failure to proceed within this timeframe could result in an increase in pricing.

3.3 Hardware Spares

An adequate supply of spares is included in this proposal to minimize system downtime.

3.4 Software Repair

For defective software under warranty, Motorola Solutions or Mach Alert will, with end customer coordination and approval, remotely connect to the Mach Alert FSA System and perform system diagnostics to ascertain and resolve the problem. Mach Alert will furnish and install corrected software.

Section 4

Proposed Project Schedule

The project schedule details the projected timeline for completing the required tasks to successfully implement the new communications system. During the Contract Design Review meeting following the contract award, Motorola's Project Manager will present a baseline project schedule to Volusia County based on knowledge and timeline goals learned during the Kickoff Meeting. The baseline schedule will be updated regularly during project implementation and provided to the County Project Manager in an agreed-upon format. Motorola and Volusia County will work together to identify all project responsibilities for the successful completion of the project.

Motorola intends to complete the project as efficiently as possible, in the interest of all parties. The Public Safety project schedule presented with this proposal is based on a 9-month implementation.

Date	Milestone
Start	All proposed sites are ready for installation and backhaul completed and/or ordered. (County responsibility)
Within 30 days	Contract Design Review (CDR)
Months 2-5	Equipment Manufacturing
Months 6-9	Fixed Network Equipment Installation, Testing, Cutover, Final Acceptance

Section 5

Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to Volusia County.

Description	Price (\$)
Dispatch (Install 2 AICs, 2 Servers, 4 Dispatch Workstations, 1 Text-to-Speech interface, 4 console/workstation client installations, and the necessary spares), 61 Fire Department Locations (Install 61 Station Controllers containing 61 ACE3600s with integration to existing overhead paging systems), additional items at Volusia County stations (including 21 LED Controllers, 102 LED Light Strips, 9 Touchpad Switches, 42 IDB modules, and Spare Equipment) Implementation, and Warranty with 5-Year Maintenance & Support Services	\$3,997,755
<i>Sourcewell Discount</i>	<i>(\$130,245)</i>
<i>Receipt of Executed Contract by 6/21/2024 Incentive</i>	<i>(\$269,857)</i>
Total System	\$3,597,653

- This proposal is subject to the terms and conditions of Motorola Solutions' Sourcewell contract.
- All Pricing and incentives are valid through 6/21/2024.

Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. **10% of the System Price due upon contract execution (due upon effective date);**
2. **50% of the System Price due upon shipment of equipment from Staging;**
3. **15% of the System Price due upon installation of equipment; and**
4. **25% of the System Price due upon Final Acceptance.**

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to

Exhibit B—Pricing Summary (Section 5)
VC Fire Station Alerting

the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Fire Station
Alert System**

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits at those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation in favor of County and municipalities listed in figure 2 (page 5)	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY ☒ Occurrence Basis ☒ Contractual Liability ☒ County and municipalities listed in figure 2 Additional Insured for both Premises-Operations and Products-Completed Operations. ☒ Waiver of Subrogation in favor of County and municipalities listed in figure 2. ☒ Primary & Non-contributory with any insurance or self-insurance maintained by County and municipalities listed in figure 2.	EACH OCCURRENCE	\$ 3,000,000
	GENERAL AGGREGATE	\$ 5,000,000
	Premises-Operations	\$ 3,000,000
	Products & Completed Ops	\$ 3,000,000
	Personal & Adv Inj.	\$ 3,000,000
AUTO LIABILITY ☒ Any Auto ☒ County and municipalities listed in figure 2 Additional Insured for both Premises-Operations and Products-Completed Operations. ☒ Waiver of Subrogation in favor of County and municipalities listed in figure 2.	Combined Single Limit	\$ 2,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
<i>Note: If contractor does not have “Coverage Symbol 1: Any Auto”, shall have Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned).</i>		
CYBER INSURANCE ☒ Network and Information Security & Privacy Liability ☒ Third Party Privacy Breach Management Costs	\$ 2,000,000 each Claim \$ 2,000,000 Aggregate	
CANCELLATION: Thirty (30) days written notice of cancellation on all policies but the Cyber Liability is required to the Certificate Holder:		

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insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

- H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits of the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a Professional Employer Organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.
- i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).
- I. Commercial General Liability Insurance. The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of the amounts shown in *Figure 1*. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is

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required to be included as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage), Contractual Liability or Separation of Insureds.

For non-construction projects, Contractor shall include County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to include another party as an additional insured, Contractor shall include said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be included as an additional insured.

- J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of the amounts shown in *Figure 1* for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written **with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles)**. The County and the municipalities listed in figure 2 shall be included as an additional insured under this policy when required in *Figure 1*. ***If Motor Vehicle Liability is by endorsement to another policy required in Figure 1, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in Figure 1, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.***
- K. Cyber Insurance. The Contractor shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, with a limit of the amounts shown above with an aggregate limit and per claim basis, with coverage for (a) data breaches by the Contractor or anyone causing the loss of use of electronic data; loss of personally identifiable information or County confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; (c) violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging Web 2.0

liabilities created by casual users of third parties accessing Contractor's web site(s) or computer systems through eMedia and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (excluding patents and trade secrets) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of County revenue or expense to the County due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

Technology Errors & Omissions. The Contractor shall secure and maintain during the term of the Agreement, with a limit of that required *Figure 1*, a Technology Errors & Omissions policy. Policy shall include coverage for technology services and technology products. Policy shall include coverage for failure of electronic and software products to perform the function or serve the purpose intended after installation and testing. Policy shall include coverage to replace or restore County electronic data lost from any cause whatsoever (including but not limited to a computer virus, malware, or breach of network security or loss of use, reduction in functionality or damage, destruction, distortion, erasure, corruption or alteration of electronic data) arising from Contractor's services under the Agreement, whether occasioned by the Contractor or its Subcontractors, or their agents or employees including any cost or expense of whatsoever nature resulting there from.

If the Contractor fails to secure and maintain the liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

- L. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

- i. 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- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- ii. Approval by County 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 the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

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- iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors 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 the Agreement (excluding Cyber Liability and Technology Errors and Omissions policies). The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County and the municipalities listed in figure 2.
- iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County 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 the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original General Liability, Automobile Liability, and Workers' Compensation insurance policies approved by the County under the Agreement within thirty (30) business days of receipt of such notice or change.
- vii. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Agreement.

B. Proof of Insurance

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all policies covered, the amounts of insurance applicable to each policy and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County in the form of a certificate of insurance prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. In the event of a lawsuit in which the County is specifically named or in the event of a claim being denied coverage, Contractor will make the applicable insurance policy available for review by the County with confidential and private information redacted. Redactions shall not be made that would affect coverage for the County and parties included as additional insureds under this agreement. The Agreement may be terminated by the County, without penalty or expense to the County, if at any time during the term of the Agreement proof of any insurance required hereunder are not provided to the County upon request.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this

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Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to terminate the Agreement.

3. The provisions of this Exhibit C shall survive the cancellation or termination of the Agreement.

4. Figure 2

Municipality
City of Daytona Beach, Fla.
City of DeBary, Fla.
City of DeLand, Fla.
City of Deltona, Fla.
City of New Smyrna Beach, Fla.
City of Ormond Beach, Fla.
City of Port Orange, Fla.
City of Orange City, Fla.
City of Edgewater, Fla.
City of Holly Hill, Fla.
City of South Daytona, Fla.
City of Ponce Inlet, Fla.

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and County of Volusia, Fla. ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement

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and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights,

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trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 INTENTIONALLY LEFT BLANK

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with

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the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

AGREEMENT FOR PUBLIC SAFETY COMMUNICATIONS TECHNOLOGY AND
HARDWARE SOLUTIONS BETWEEN THE COUNTY OF VOLUSIA AND MOTOROLA
SYSTEMS, INC.

This Agreement for Public Safety Communications Technology and Hardware Solutions (hereinafter “Participating Addendum”) is made and entered into by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Florida, whose principal place of business is located at 500 W. Monroe, Chicago, IL 60661 (hereinafter the “Contractor”) and the County of Volusia, 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 (hereinafter the “County.”) Contractor and the County are referred to collectively as the “Parties” or “parties.”

WHEREAS, “Sourcewell,” a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota, entered into Contract No. 042021-MOT with Contractor (hereinafter, the “Contract”) on or about July 4, 2021;

WHEREAS, the term of the Contract runs through June 23, 2025, unless canceled or extended as stated in the Contract;

WHEREAS, pursuant to Sections 5 and 6 of the Contract, participation in the Contract is open to public entities such as the County;

WHEREAS, Section 6 of the Contract allows for additional terms and conditions beyond those set forth in the Contract to be negotiated between Contractor and a participating entity such as the County;

WHEREAS, the County wishes to access and participate in the Contract in order to procure public safety communications technology and hardware solutions, and Contractor wishes to provide same;

WHEREAS, the Parties wish to enter into those terms and conditions set forth below, in addition to the terms of the Contract.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

The foregoing recitals are true, correct and material to this Participating Addendum.

**Volusia County’s Terms
and Conditions**

County. County shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law (“Constitutional”), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

Disputes. If a dispute arises under the Contract, including this Participating Addendum, and is not resolved informally by the parties within five (5) business days, the party bringing a claim (“Disputing Party”) shall deliver to the first level representative of the other party a written statement (“Dispute

Notice”) describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party’s notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This Participating Addendum shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Participating Addendum shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, exclusively in the Middle District of Florida, Orlando Division. By entering into this Participating Addendum, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Participating Addendum, and, unless otherwise expressly provided in this Participating Addendum, each agrees to bear its own costs and attorney’s fees relating to any dispute arising under this Participating Addendum.

Notices. All notices given by one party to the other party under this Participating Addendum shall be delivered to the receiving party’s address set forth on this Participating Addendum either by hand, qualified courier, or e- mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Payment. County shall pay Contractor within 45 (forty-five) days after receipt of an accurate and undisputed invoice, Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the Participating Addendum. The County may deduct amounts it is due from Contractor’s payment or not pay disputed invoices until such dispute is resolved. Nothing in this Participating Addendum shall create any obligation on the part of the County to pay directly to any subcontractor of Contractor any monies due to such subcontractor or claims of such subcontractor for amounts owed by Contractor to subcontractor for goods or services provided under this Participating Addendum. Invoicing and payment shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes (*i.e.*, the Florida Local Government Prompt Payment Act).

E-Verify. By providing any good or service to the County or accepting payment for same, Contractor warrants and certifies it has registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees. Contractor is subject to and agrees to abide by Sections 448.09 and 448.095, Fla. Stat. Contractor is required to comply with the provisions of Section 448.095, Fla. Stat. Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Contract:

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 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County 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 or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Agreement for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of

section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Warranty. Contractor warrants that all Work or Services performed under the Contract and this Participating Addendum shall be performed in a good and competent workmanlike manner, and materials shall be of good quality (unless otherwise stated on this Participating Addendum), and free from defects and pursuant to specifications and requirements of the contract related to this Participating Addendum.

Confidential Information.

Generally. Both parties hereby acknowledge that each may be exposed to confidential and proprietary information of the other and providers of software and confidential and proprietary information, business information, and information that may be exempted from disclosure or prevented from being disclosed by reason of law. If Contractor intends to designate certain information provided to County as Confidential, then such information must be expressly identified in writing by the Contractor and Contractor must provide the County with a completed Non-disclosure form provided by the County.

Confidential Information. Confidential information shall constitute information which is exempt from disclosure pursuant to Chapter 119, Public Records Law, Florida Statutes (2014), Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), Chapter 812 of the Florida Statutes (2014), and any other Florida statute that may provide for an exemption confidentiality of certain information (hereinafter "Confidential Information"). Additionally, and for the purposes of this Agreement and any future statement of work, Confidential Information shall include Confidential Information and/or trade secret information disclosed by Contractor to the County that is expressly identified in writing by Contractor and Contractor's subcontractors. As such, any Confidential Information as defined herein that is provided by Contractor to County must be expressly identified in a fully completed and executed Nondisclosure Agreement for Confidential Materials, which Contractor may obtain from the County's Purchasing and Contracts Division.

Confidential Information and/or trade secrets do not include the following:

- A. Information already known to or independently developed by the recipient;
- B. Information in the public domain through no wrongful act of the recipient;
- C. Information received by the party in possession from a third party the recipient;
- D. Information regularly disclosed by the owner of the information to third parties without restriction on disclosure; or
- E. Information required to be disclosed by law or an order of court, provided that a party required to make disclosure of the other party's Confidential Information shall first notify the other party of such requirement and permit the party to obtain a protective order or other similar relief.

With respect to the Confidential Information, both parties hereby agree that during the term of this Agreement and at all times thereafter, neither shall use, commercialize or disclose such Confidential Information obtained from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such claiming party may impose in writing.

Restrictions upon Disclosure of Information. Each party agrees subject to the conditions and obligations of this Article - Confidential Information:

- A. To treat the other's Confidential Information as proprietary to the other;
- B. To not knowingly disclose to any person, other than its employees, consultants, or agents or the employees, consultants and agents of the other party (as directed by the other party), any Confidential Information belonging to the other party;
- C. To inform its employees, consultants and agents of the confidential nature of the others information and of the requirement of nondisclosure; and
- D. In the event either party has actual knowledge of a breach of the nondisclosure requirements of this Article, the party acquiring such knowledge shall promptly inform the other party and assist that party in curing the disclosure, where possible, and preventing future disclosures.

Where County receives a request by a third party for disclosure of (i) the Confidential Information or (ii) other information that County believes to be Confidential Information and/or a trade secret of Contractor, County shall, in either instance, give written notice to Contractor and Contractor shall take immediate action to notify County in writing whether Contractor agrees to the disclosure or whether Contractor opposes disclosure and shall take legal action to prevent such disclosure.

Where Contractor receives a request by a third party for disclosure of information that Contractor believes to be Confidential Information and/or a trade secret of County, Contractor shall give written notice to County and County shall take immediate action to notify Contractor in writing whether County agrees to the disclosure or whether County opposes disclosure and shall take legal action to prevent such disclosure.

In the event a third party makes a public records request to the County for disclosure of the Licensed Software or Documentation or any item which has been marked and identified by Contractor as confidential or a trade secret, and, the County has refused disclosure and the third party files suit to require disclosure, Contractor acknowledges the County is required to submit any requested item to the court for inspection in camera as set forth in Section 119.07(1)(g), Florida Statutes (2021), or as such provision may be amended. Contractor further acknowledges that Section 119.12, Florida Statutes (2021), states:

If a civil action is filed against an agency to enforce the provisions of this chapter and if the court determines that such agency unlawfully refused to permit a public record to be inspected or copied, the court shall assess and award, against the agency responsible, the reasonable costs of enforcement including reasonable attorneys' fees.

Contractor understands and acknowledges that records kept, maintained, or made in the course of performing this Agreement are public records, subject to disclosure pursuant to Chapter 119, Florida Statutes, unless such records are deemed private or otherwise confidential and exempt pursuant to Florida law. If the Contractor fails to cooperate with the County in producing any such records or otherwise fails to maintain, keep, and store such records in accordance with Florida law, then the Contractor shall be liable to the County for any costs, fees, or penalties assessed against the County pursuant to Section 119.12, Florida Statutes (2021), including any successor statutes, and shall further indemnify, defend, and hold the County harmless from any such costs, fees, or penalties.

Except to the extent authorized in this Agreement, both parties hereby agree that during the term of

this Agreement and at all times thereafter, neither shall use, commercialize or disclose Confidential Information as defined herein and/or trade secret obtained from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such claiming party may impose in writing.

Notwithstanding the foregoing provisions, disclosure of a purported trade secret or Confidential Information shall not be precluded if:

- A. Such disclosure is in response to a lawful and valid order of a court or other governmental body of the United States or any political subdivision thereof; or
- B. Such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose; or
- C. The County received the prior written consent to such disclosure from Contractor, but only to the extent permitted in such consent; or
- D. Disclosure is required by Florida law, including but not limited to Chapter 119, Florida Statutes; or
- E. Disclosure is not exempted by Florida law, including but not limited to Chapter 119, Florida Statutes; or
- F. Disclosure is required by Federal law, which is preemptive of Florida law.

In the event of an intended or required disclosure described above, the party intending or being required to disclose the other party's Confidential Information shall provide the other party with reasonable advance notice in order to permit the other party the opportunity to seek a protective order or other appropriate relief. County shall first comply with its obligations under this Agreement, subject to Chapter 119, Florida Statutes (2021) that permit Contractor to object to such disclosures.

Electronic Signatures. Contractor acknowledges that _____ [name and title of signatory] (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory and Motorola Solutions, Inc. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

{Remainder of this page intentionally left blank.}

IN WITNESS THEREOF, the parties have caused this Participating Addendum to be executed by the undersigned authorized persons.

ATTEST

MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date: _____

ATTEST

COUNTY OF VOLUSIA

By: _____
George Recktenwald
County Manager

By: _____
Jeffrey S. Brower
County Chair

Date: _____

Date: _____

Exhibit F—System Acceptance Certificate
VC Fire Station Alerting

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

**Solicitation Number: RFP #042021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. **VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.**

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcwell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for Products-Completed operations

\$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) its workers compensation, commercial general liability, and automobile liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers compensation, commercial general liability, and automobile liability insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

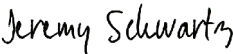
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

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By: _____

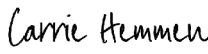
Jeremy Schwartz

Title: Chief Procurement Officer

7/3/2021 | 8:47 AM CDT

Date: _____

Motorola Solutions, Inc.

DocuSigned by:

BCC52DFA8464445...

By: _____

Carrie Hemmen

Title: MSSSI Territory Vice President &
Director of Sales

7/2/2021 | 3:56 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

7/4/2021 | 6:43 PM CDT

Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Motorola Solutions, Inc.
Address: 500 W Monroe St
Ste 4400
Chicago, IL 60661
Contact: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Phone: 720-338-7624
HST#: 36-1115800

Submission Details

Created On: Tuesday March 30, 2021 21:05:37
Submitted On: Tuesday April 20, 2021 12:23:07
Submitted By: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Transaction #: a493650e-28b5-493e-a11e-7305bc7e532a
Submitter's IP Address: 140.101.167.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc.	*
2	Proposer Address:	500 W. Monroe, Chicago IL 60661	*
3	Proposer website address:	https://www.motorolasolutions.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743 Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline. We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security. For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications. In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.	*
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx. Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
10	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team	

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification

ASTRO 25® Subscriber Portfolio Overview

ASTRO 25® IV&D System Overview

Introduction to R56

Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification

MCC7000 Console Maintenance Certification

ASTRO 25® Repeater Site Lifecycle Maintenance Certification

ASTRO 25® Simulcast Site Lifecycle Maintenance Certification

ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role. Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field: Training Classes to Track: - Antenna System Analysis (SRV2012) - Astro Ethernet Testing - Astro Networking I - Astro Firewalls/CEN - End-to-End Audio - Link Verification - LMR Master Basics - Network+ Bootcamp - Passive Intermodulation - R56 Installer/Auditor (NST9257) - Security+ Bootcamp - Signal Investigation Techniques CompTIA Certifications: - CompTIA Network+ - CompTIA Security+ ETA Certifications: - Antenna System Analysis (ASA) - APX Radio Technician (APX) - Associate (CETa) - Astro 25 RF Site Preventative Maintenance (A25-SPM) - Certified Service Manager (CSM) - Communication Site Inspector / Auditor (CSIA) - Communication Site Installer (R56) - Computer Service Technician (CST) - Customer Service Specialist (CSS) - Data Cabling Installer (DCI) - Industrial Electronics (IND) - Information Technology Security (ITS) - General Communications Technician I (GCT1) - General Communications Technician II (GCT2) - GTR 8000 P25 RF Site Performance Verification (GTR-SPV) - GTR 8000 Repeater Site Technician (GTT) - Master CET (CETma) - Master Specialty (CETms(RF or IT)) - M Core Technician (MCT 7.x) - Microwave Radio Technician (MRT) - Mobile Communications and Electronics Installer (MCEI) - Network Computer Technician (NCT) - Network Systems Technician (NST) - PIM - RADAR (RAD) RF Signal Investigation Techniques (RFSIT) - T1 Link Verification (T1LV) - Telecommunications (TCM) - Wireless (USMSS/TRN/WCN) - Wireless Network Technician (WNT)
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Company: Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021 Employer: We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014 https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100	*
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000	*
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000	*
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000	*
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.	*
24	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.	*
25	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager	

		A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the the requirements of our customer's expectations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcewell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	While it would be great for Sourcewell to market the vendors that are awarded contracts, we do understand that Sourcewell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcewell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcewell, we will discuss that by joining Sourcewell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/	*
37	Describe any technological advances that your proposed products or services offer.	For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward. The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2019 Corporate Responsibility Report	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2019 Corporate Responsibility Report	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all components needed for an acquisition within the pricing categories and discounts provided.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find our pricing details in the attachments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members. For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Total sales in US dollars per category	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes. Land Mobile Radio Systems, Solutions, and Serices Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services	*
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above	*

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	☒ Yes ☐ No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.	*
68	Connectivity and interoperability devices, hardware and equipment	☒ Yes ☐ No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.	*
69	Airborne, marine, and underwater communication systems	☐ Yes ☒ No	No.	*
70	Services related to lines 67, 68 and 69 above	☒ Yes ☐ No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).	*
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs. We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene.	
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/ , Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html , and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5 .	
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell RFP 042021 Pricing.pdf - Monday April 19, 2021 18:16:04
 - [Upload Additional Document](#) - Sourcewell RFP 042021 Proposal Document.pdf - Monday April 19, 2021 18:19:49

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	☒	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	☒	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	☒	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	☒	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	☒	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	☒	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	☒	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	☒	2



City of Ormond Beach AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-53
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - Mead & Hunt for Construction Administration Services for the City's Hudson Wellfield Expansion Project		
Summary:	This is a request for the City Commission to approve a Work Authorization with Mead & Hunt, for construction administration services for the Hudson Wellfield Expansion Project. On January 7, 2025, the Commission approved the bid award for the Hudson Wellfield Expansion Project, Bid No. 2024-22. The work consists of drilling 3 new raw water wells and constructing 3 new well houses adjacent to Airport Road at SR40, constructing access roads suitable for fire truck access, and extending the existing raw water main from SR40 to the wells. The City's Hudson Wellfield is currently permitted through Saint Johns River Water Management District (SJRWMD) for an average daily water withdrawal of 7.93 million gallons (MG) through the year 2024. Of this allocation, the City is currently permitted to withdraw 2.45 MG from the Hudson Wellfield. The expansion will provide for the installation of 3 new wells in the Hudson Wellfield to meet rising water demands and provide redundancy in the City's raw water source. This project was recommended as a priority in the Western Service Area Master Plan. Staff negotiated a scope of work and cost with Mead & Hunt to provide construction administration services in the amount of \$233,439. The services provided by Mead & Hunt will supplement the work of City staff in the oversight of the construction of this project. Included in this proposal will be a dedicated on-site construction manager from Mead & Hunt who will provide coordination of all activities by the contractor, be the point contact for businesses and property owners within the project area, prepare notifications for delivery to stakeholders and distribution through appropriate channels, as well as immediate quality control of the workmanship by the contractor.		

	The proposed fee is 5.41% of the construction contract amount of \$4,317,575, which is consistent with other projects of this nature. The City project manager will provide additional oversight of the project in conjunction with the City engineering inspector.	
Financial Impact:	Work Authorization amount is \$233,439. This project was included in last fiscal years budget and will require a budget amendment to reappropriate funding in Fund 434 - Water Impact Fees.	
Citizen Impact:	This project will provide for increased potable water capacity to ensure that the City's water treatment plant can continue to meet the needs of residents.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization with Mead & Hunt for the Construction Administration Services for the City's Hudson Wellfield Expansion Project for the not to exceed amount of \$233,439.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 25-53 Hudson Wellfield Exp Constr Admin-Mead & Hunt (P24-0256G) 2. Mead Hunt Work Authorization	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	2/11/2025 2/12/2025 2/12/2025

RESOLUTION NO. 2025-53

A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE HUDSON WELLFIELD EXPANSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Mead & Hunt to provide construction administration services for the aforescribed project at a cost not to exceed \$233,439.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project will be deposited to the credit of the Water Impact Fee Fund (434) through a budget amendment and will not be appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Mead & Hunt to provide construction administration services regarding the Hudson Wellfield expansion project at a cost not to exceed \$233,439.00 is hereby accepted.

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

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

APPROVED AND AUTHENTICATED this 18th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024 between the City of Ormond Beach, Florida, and Mead & Hunt, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Hudson Wellfield Expansion – Construction Administration Services

Project Description: To provide engineering services for the Hudson Wellfield Expansion project to include, project management, construction administration, a resident project representative for construction observation, and hydrogeologic services, as detailed in the attached proposal and fee schedule.

Estimated Project Construction Cost: \$4,317,575

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Project Management	Fixed Fee	\$6,984.00
Contract Administration	Fixed Fee	\$59,365.00
Construction Observation	Fixed Fee	\$32,880.00
Subconsultant/Hydrogeologic Services	Actual Cost	\$134,210.00

Total Fee Authorized: **Not To Exceed** **\$233,439.00**

Funding Source: Water Impact Fee Fund (433)

Estimated Time for Completion: Through Duration of Construction

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
MEAD & HUNT, INC.

By: _____
Jason Leslie
Mayor

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

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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



December 2, 2024

Shawn Finley, P.E.
Public Works Director
City of Ormond Beach
22 S. Beach St.
Suite 104
Ormond Beach, FL 32175

Email: shawn.finley@ormondbeach.org

Hard Copy Mailed Only on Request

Subject: Hudson Wellfield Expansion

Construction Engineering and Inspection – Scope of Services and Fee Estimate

Contract No. 190-0457-CN-(SS): PID # 006182A

Dear Mr. Finley:

We are pleased to offer this scope of services and fee estimate for the construction engineering and inspections services for the above referenced project. This project construction involves the outfitting of three (3) new wells in the Hudson wellfield, a new access drive to the sites, access drives to each well, raw water main piping connecting to the existing water transmission main, and power supply to the new wells.

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

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

Brad T. Blais, P.E.
VP/Client Manager

A blue ink signature of Justin Kise.

Justin Kise, PE, PMP
Business Unit Leader

BTB/JK;bf

Enclosure – Scope of Services and Fee Estimate

**CITY OF ORMOND BEACH
SCOPE OF SERVICES
FOR
ORMOND BEACH HUDSON WELLFIELD EXPANSION
CONSTRUCTION ENGINEERING AND INSPECTIONS**

This Task Order is in conformance with the Continuing Contract for Municipal Utility Services, RFQ 2023-16 dated May 21, 2024, between the City of Ormond Beach (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The purpose of this task assignment is to provide engineering and inspection services during construction of the Ormond Beach Hudson Wellfield Expansion Project.

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated nine (9) month project duration. The PM will manage the development of project work and subconsultant efforts.

PHASE 2 – CONSTRUCTION ADMINISTRATION

MEAD & HUNT will provide construction administration services during the construction phase of the project. By performing these services, MEAD & HUNT shall not have authority or responsibility to supervise or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. MEAD & HUNT shall not have authority or responsibility for any safety precautions and programs incidental to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. The CITY will allow MEAD & HUNT to have the authority to direct the Contractor to correct and/or change the work if it is determined to be out of compliance with the contract documents, in this event, the CITY will allow MEAD & HUNT to have the authority to direct the Contractor to stop work and notify the CITY.

For standard construction work, MEAD & HUNT will conduct general coordination activities including reviewing of schedules, reviewing Contractors' approach for maintenance of traffic and of operations, and attendance at monthly coordination meetings that may be required to discuss status of ongoing and upcoming work, issues encountered in the field, and other topics.

MEAD & HUNT will provide the following CEI services to the CITY:

Pre-Construction Meeting

MEAD & HUNT will coordinate and preside over one (1) in-person OR virtual pre-construction meeting with the OWNER, contractor, and other project stakeholders. MEAD & HUNT will prepare agenda and distribute to all invitees prior to meeting. MEAD & HUNT will prepare meeting summary and distribute meeting summary to all attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Progress Meetings

MEAD & HUNT will coordinate and preside over eight (8) construction progress meetings. MEAD & HUNT will prepare agendas, meeting summaries, and distribute to all attendees.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Construction Submittals

MEAD & HUNT will receive, review, and respond to up to sixteen (16) Contractor construction submittals and resubmittals for conformance with construction and contract requirements. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the Contractor, or to safety precautions and programs.

MEAD & HUNT will receive, review, and respond to Contractor assembled submittals for operations and maintenance manuals, guarantees, and certificates of inspection (for general contents as required by the Contract documents). These are included in the construction submittals count noted above.

MEAD & HUNT will maintain a log of submittals with submittal number, submittal name, date received, reviewer, action taken, and date returned. MEAD & HUNT will review and return shop drawings within 14 calendar days of receipt of the submittal. Contractor requests for substitute materials and/or equipment shall be reviewed during submittal process and MEAD & HUNT will provide a recommendation on the submittal response to the OWNER.

Deliverables – Construction Submittals

- Construction submittal review packages
- Submittal log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to up to six (6) contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor.

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate up to four (4) field order's, requests for proposals (RFP's), and change orders in coordination with the OWNER. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the OWNER.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications

MEAD & HUNT will review up to nine (9) monthly payment applications from the contractor and provide a written recommendation for payment to the OWNER based on construction progress. MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout.

Deliverables – Substantial and Final Completion

- Substantial completion punchlist items (electronic PDF format)
- Final completion punchlist items (electronic PDF format)

As-Built Review and Record Drawings

MEAD & HUNT will review contractor final as-builts for compliance with the contract documents. MEAD & HUNT will prepare final record drawings utilizing contractor as-builts and inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to the OWNER.

Deliverables – As-Built Review and Record Drawings

- Acceptable Contractor as-builts (Electronic PDF and AutoCAD Format)
- Record Drawings (Electronic PDF and AutoCAD Format)

Permitting Closeout

MEAD & HUNT will prepare and provide certifications of completion to the following permitting agencies for permit closeout:

- FDOH
- FDOT

PHASE 3 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for construction observation and documentation for the expected nine (9) months of construction activity. At this time, the needed construction observation efforts are estimated to be eight (8) hours per week. The duration and amount of work effort may vary based on the contractor's efforts and the OWNER's needs. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward and verify resolution of resident/property owner complaints. These efforts will be documented in electronic reports of construction and will include construction photographs. A complaint log including information regarding complaints and their resolution will be maintained. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Deliverables – Construction Observation

- Reports of Construction
- Construction Photographs
- Complaint Log
- Red-Line Construction Drawings

PHASE 4 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses as outlined below. Items included in this phase will be billed at actual cost.

Hydrogeologic Services

MEAD & HUNT will contract with a hydrogeologist to provide services during construction. The hydrogeologist will provide hydrogeological services related to the testing of three (3) new public water supply wells (PWS). Specifically included are:

A. Attend pre-construction meetings and monthly progress meetings during construction (eight meetings assumed).

B. Review and approve shop drawing submittals from the water well contractor, including well construction permit applications.

C. Provide on-site observation by an experienced geologist and/or water well inspector during key phases of well construction and testing, including the following tasks:

- Assist with hydrogeologic, geologic/formation and water quality sampling during drilling, data collection and interpretation during pilot hole drilling.
- Installing and grouting of well casings.
- Oversee, review, and interpret geophysical logging/TV Survey data collected during construction.
- Select the final casing set-point, open hole interval, and total depth based on site-specific hydrogeologic, geologic, water quality, geophysical logs/TV Survey for each well.
- Observe and oversee well development activities.
- Oversee and assist with final step-drawdown and constant rate pumping test data collection, reduction, and interpretation. Determine if additional, advanced well development is needed for each well.
- Determine final well hydraulics for pump selection.

D. Prepare a technical memorandum (report) documenting the construction methodology and results. The report will include tables summarizing data collected during drilling and testing including field water quality analysis, geophysical logging, and borehole television (TV) surveys, specific capacity pumping tests, and laboratory analytical results from the collection of primary and secondary water quality samples. Appropriate figures detailing the final well construction, including photographic documentation of well construction, and testing activities will be provided.

SCHEDULE

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

Task/Milestone	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	270 Days	Receipt of notice to proceed
Phase 2 – Construction Administration	270 days	Receipt of notice to proceed
Phase 3 – Construction Observation	210 days	Upon Contractor Mobilization

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$233,439**.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$6,984.00</i>	<i>Lump Sum</i>
<i>Phase 2 – Construction Administration</i>	<i>\$59,365.00</i>	<i>Lump Sum</i>
<i>Phase 3 – Construction Observation</i>	<i>\$32,880.00</i>	<i>Lump Sum</i>
Subtotal	\$99,229.00	
<i>Phase 4 – Subconsultants and Reimbursables</i>	<i>\$134,210.00</i>	<i>Time & Expenses</i>
TOTAL	\$233,439.00	

EXCLUSIONS:

1. Construction observation related to the installation of the raw water pipeline. The CITY will perform all pipeline observations and inspections.

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

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF ORMOND BEACH, 22 S. BEACH STREET, ORMOND BEACH, FL 32174, City Clerk, (386) 676-3331, cityclerk@ormondbeach.org.



CITY OF ORMOND BEACH
HUDSON WELLFIELD EXPANSION CEI SERVICES
ESTIMATED MANHOUR SCHEDULE
December 2, 2024

		Brad	Justin	Noah	Todd	Regina	Doris	Wayne	Name	Name	Tabitha		
Phase	Description											Mileage	Total Task (\$)
	Hourly Rate	\$ 309.00	\$ 309.00	\$ 177.00	\$ 137.00	\$ 159.00	\$ 114.00	\$ 177.00	\$ -	\$ -	\$ 114.00	\$ 0.67	See Below
1	Project Management												
	Project Coordination		8	8		8	8				8		\$ 6,984.00
	Subtotals	0.0	8.0	8.0	0.0	8.0	8.0	0.0	0.0	0.0	8.0	\$ -	\$ 6,984.00
2	Construction Administration												
	Pre-Construction Meeting	4	4	4	4								\$ 3,728.00
	Progress Meetings (assume 8 meetings)			8	8	16							\$ 5,056.00
	Construction Submittals (up to 16)	8	16	16		32							\$ 15,336.00
	Requests for Information (RFI's) (up to 6)	4	6	6	6	6							\$ 5,928.00
	Field/Change Orders (Up to 4)		4	4	4	4							\$ 3,128.00
	Pay Application (up to 9)			9	18	18	8						\$ 7,833.00
	Substantial and Final Completion	2	4	8	8	8							\$ 5,638.00
	As-Built Review and Record Drawings	2	4	8	8	8		40					\$ 12,718.00
	Permitting Closeout												\$ -
	Subtotals	20.0	38.0	63.0	56.0	92.0	8.0	40.0	0.0	0.0	0.0	\$ -	\$ 59,365.00
3	Construction Observation												
	Resident Project Representative (30 weeks @ 8 hr/week)				240								\$ 32,880.00
	Subtotals	0.0	0.0	0.0	240.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 32,880.00
	TOTAL ALL TASKS	20.0	46.0	71.0	296.0	100.0	16.0	40.0	0.0	0.0	8.0	\$ -	\$ 99,229.00
												Lump Sum Total	\$ 99,229.00
4	Subconsultant/Reimbursables Breakdown:											Subs/Reimbursables	\$ 134,210
	Description											Contingency	
	Hydrogeological											GRAND TOTAL	\$ 233,439
	Total	\$ 134,210.00											

Notes:



North Florida Office
1210 Emmel Road
Lake Helen, FL 32744
Office: 386-473-7766
Cell: 561-866-0540
Email: drobertson@cciwater.com

Water Resource Consultants

December 20, 2023

Justin Kise, PE
Business Unit Leader | Water/Wastewater
Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

**Subject: Proposal – Hydrogeologic Services During Construction
City of Ormond Beach Florida
CCI Project No: 265.06**

Dear Mr. Kise:

Connect Consulting, Inc. (CCI) is pleased to provide this proposal to Mead & Hunt (M&H) for hydrogeological services to provide services during construction and testing of three (3) new Public Water Supply (PWS) wells for the City of Ormond Beach, Florida (City). The three (3) PWS wells will be constructed near the existing Hudson wellfield in northeastern Volusia County west of Interstate I-95 (I-95) and north of State Road 40 (SR 40) near the Flagler County line.

Background/Discussion

The City of Ormond Beach operates five (5) wellfields that withdraw groundwater from the Upper Floridan aquifer (UFA) through 38 existing wells to meet demands through 2024. The five (5) wellfields, starting in the west and continuing easterly toward the City, include the Rima Ridge, Hudson, Breakaway Trails, State Road 40, and Division Avenue wellfields. The Water Plant wellfield has been abandoned because of water quality issues except for Well 3P, which is used for saltwater interface monitoring. Breakaway Trails provides irrigation and fire protection source water needs to Breakaway Trails and portions of the Hunter's Ridge communities.

All the water sources are in northern Volusia County except for the western portion of the Hudson wellfield, which lies within Flagler County. The City's 57-square mile service area includes the incorporated city limits and adjacent unincorporated areas. Two (2) of the five (5) wellfields (Division Avenue and State Road 40) are located east of I-95. Three (3) wellfields (Hudson, Rima Ridge, and Breakaway Trails) are located west of I-95.

The City operates a water treatment plant with total capacity of 12 million gallons per day (mgd). The treatment plant includes an 8 mgd lime softening plant and a 4 mgd low pressure reverse osmosis (LPRO) water plant. Water is blended from both treatment processes prior to distribution. The RO concentrate is blended with reclaimed water for public access irrigation. The City's water distribution system consists of water mains ranging in size from 2 to 24 inches in diameter. The water distribution system serves approximately 48,715 (2011) customers and is interconnected with Daytona Beach and Holly Hill. The city has four storage tanks with a total capacity of 4.7 million gallons.

The three (3) new UFA PWS wells are listed in the City's Consumptive Use Permit (CUP) No. 8932-14 as proposed. These wells will expand the Hudson wellfield to meet future demand. For reference, **Table 1** lists the construction details for the proposed PWS wells as detailed in CUP 8932-14.

Table 1 – City of Ormond Beach Proposed Well Construction Details

Well No.	DID	Final Casing Dia. (in)	Casing Depth (ft.)	Total Depth (ft.)	Rate (GPM)	Source
Hudson 1	412898	12	120	250	300	UFA
Hudson 2	412899	12	120	250	300	UFA
Hudson 3	412900	12	120	250	300	UFA

CCI developed the following scope of work to provide services during construction for the proposed wells.

Scope of Work

The scope of work included in this proposal cover efforts related to providing the following services to M&H and the City:

Task 1 – Services During Construction

- A. Attend pre-construction meetings and monthly progress meetings during construction (eight meetings assumed).
- B. Review and approve shop drawing submittals from the water well contractor, including well construction permit applications.
- C. Provide on-site observation by an experienced geologist and/or water well inspector during key phases of well construction and testing, including the following tasks:

- i. Assist with hydrogeologic, geologic/formation and water quality sampling during drilling, data collection and interpretation during pilot hole drilling.
 - ii. Installing and grouting of well casings.
 - iii. Oversee, review, and interpret geophysical logging/TV Survey data collected during construction.
 - iv. Select the final casing set-point, open hole interval, and total depth based on site-specific hydrogeologic, geologic, water quality, geophysical logs/TV Survey for each well.
 - v. Observe and oversee well development activities.
 - vi. Oversee and assist with final step-drawdown and constant rate pumping test data collection, reduction, and interpretation. Determine if additional, advanced well development is needed for each well.
 - vii. Determine final well hydraulics for pump selection.
- D. Prepare a technical memorandum (report) documenting the construction methodology and results. The report will include tables summarizing data collected during drilling and testing including field water quality analysis, geophysical logging, and borehole television (TV) surveys, specific capacity pumping tests, and laboratory analytical results from the collection of primary and secondary water quality samples. Appropriate figures detailing the final well construction, including photographic documentation of well construction, and testing activities will be provided.

Schedule

Services during construction will be based on the schedule provided by the selected drilling contractor. For the purposes of this proposal, CCI has assumed an 18-week schedule for construction and testing of three (3) PWS wells. The well completion report will be submitted to M&H within 60 days after completion of the field work and receipt of final data and laboratory reports.

Cost of Services

CCI will perform the scope of work proposed herein on a lump sum, percent complete basis in accordance with **Table 2**.

Table 2 – Fee Summary

Task No.	Description	Labor	Expenses	Fee
1	Services During Construction & Final Report			
	Pre-Const. & Progress Meetings ¹	\$5,000	\$1,200	\$6,200
	Submittal Review	\$3,720	\$0	\$3,720
	Services During Construction ²	\$94,240	\$19,410	\$113,650
	Well Completion Report	\$10,640	\$0	\$10,640
TOTALS:		\$113,600	\$20,610	\$134,210

Notes/Assumptions

1. One pre-construction and seven (7) progress meetings assumed (8 total).
2. Fee is based on 720 hours of field oversight during key phases of well construction and testing over an 18-week construction schedule. Fee does not include full-time oversight of contractor. If additional on-site time is required above the estimate, labor costs will be billed at an hourly rate of \$110.00/hour. Expenses associated with additional time on site will be billed at cost plus 5%.

Please contact me with any questions.

Sincerely:

Connect Consulting, Inc.

David S. Robertson

David S. Robertson
Principal Hydrogeologist

CC: Thomas Freeman
James Andersen
Gary Eichler



City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-54
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Work Authorization - Riverside Dr Force Main Replacement, JD Weber		
Summary:	This item requests approval to execute a work authorization with J.D. Weber Construction for replacement of a force main along Riverside Drive. In the aftermath of Hurricane Milton, a portion of the existing force main along Riverside Drive ruptured in various locations, creating a difficult and hazardous situation. Based on the City's telemetry system readings, staff believes the extreme flows in the wastewater collection system caused by the hurricane were simply too much for the existing infrastructure to withstand due its age and size of the piping system. As a result, City utility crews were unable to correct the encountered deficiencies despite multiple attempts, therefore staff elected to utilize the City's on-call emergency contracts with J.D. Weber for further assistance. The portions of the force main which ruptured due to the hurricane were repaired by J.D. Weber by October 18, 2024. As a result of this event, staff began questioning the structural integrity of the remaining portions of the force main system. Upon review of records, staff believes approximately 3,600 lineal feet of the force main piping along Riverside Drive was installed at the same time during 1977. This places the age of the entire force main system at approximately 47 years old. The piping system is at or near the end of its intended service life. Based on these findings, staff requested a proposal from J.D. Weber to replace the entire 3,600 lineal feet of force main utilizing the City's Construction Manager at Risk (CMAR) contract mechanism. Scheduling the replacement of this force main section now, will enhance the reliability of this critical sanitary sewer force main and reduce the possibility of future breaks and wastewater spills in the area.		

	On October 6, 2020, the City Commission approved Resolution 2020-142, which authorized the execution of continuing contracts with 4 underground utility contractors. J.D. Weber has done an extensive amount of work within and around the City's service area. J.D. Weber is well qualified and well-suited to provide economical construction management services for this project.						
Financial Impact:	This project was not included in the 2024-2025 Fiscal Year and will require a budget amendment. The cost of this project is \$987,167.51. Funds are available in the Wastewater Impact Fees Fund Project - 435047.						
Citizen Impact:	Scheduling high priority repairs for the utilities infrastructure provides for reliable sanitary sewer treatment systems for the City's utility customers.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a work authorization to J.D. Weber for CMAR services pertaining to the Riverside Drive Force Main replacement project, for the not-to-exceed amount of \$987,167.51.						
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305						
Attachments:	25-54 Riverside Dr Forcemain-JD Weber (P24-0232G) - Work Authorization Riverside Dr. Force Main Replacement						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>2/11/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>2/12/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>2/12/2025</td> </tr> </table>	Kelly McGuire, Finance Director	2/11/2025	Claire Whitley/Shawn Finley, Assistant City Manager	2/12/2025	Joyce Shanahan, City Manager	2/12/2025
Kelly McGuire, Finance Director	2/11/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	2/12/2025						
Joyce Shanahan, City Manager	2/12/2025						

RESOLUTION NO. 2025-54

A RESOLUTION ACCEPTING A PROPOSAL FROM J.D. WEBER CONSTRUCTION CO. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE RIVERSIDE DRIVE FORCE MAIN REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from J.D. Weber Construction Co., an engineering firm under continuing contract with the City, to provide construction management services regarding the Riverside Drive force main replacement project (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by J.D. Weber Construction Co. to provide construction management services for the aforescribed project at a cost not to exceed \$987,167.51 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project will be deposited to the credit of the Water Impact Fee Fund (435) through a budget amendment and will not be appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by J.D. Weber Construction Co. to provide construction management services regarding the Riverside Drive force main replacement project at a cost not to exceed \$987,167.51 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and J.D. Weber Construction Co. to provide construction management services for the Project at the said price, and to pay the cost therefor from the Water Impact Fee Fund.

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

APPROVED AND AUTHENTICATED this 18th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

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

Project Title: Riverside Drive Force Main Replacement

Project Description: All labor, equipment, and materials necessary to replace approximately 3,600 linear feet of force main on Riverside Drive, originally installed in 1977 and past its intended service life. The scope of work is detailed on the attached proposal dated January 13, 2025, and will be constructed per plans (17 sheets) prepared by the City's Engineering Division dated December 6, 2024.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Riverside Drive Force Main Replacement	Guaranteed Maximum Price	\$987,167.51
Total Fee Authorized:	Not to Exceed	<u>\$987,167.51</u>

Funding Source: Wastewater Impact Fee Fund (435)

Estimated Time for Completion: 12 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
J.D. WEBER CONSTRUCTION, CO.

By: _____
Jason Leslie
Mayor

By: _____
Joseph D. Weber
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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



JD WEBER CONSTRUCTION

TOTAL SITE DEVELOPMENT



Proposal

Riverside Drive Force Main Replacement

Ormond Beach, FL

TO: City of Ormond Beach
ATTN: Shawn Finley

DATE: 1/13/2025
PAGE: 1 OF 1

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
I. MISC BID ITEMS				
A. MOBILIZATION	1	LS	\$ 18,740.00	\$ 18,740.00
B. SURVEY LAYOUT AND AS-BUILTS	1	LS	\$ 5,600.00	\$ 5,600.00
C. MAINTENANCE OF TRAFFIC	1	LS	\$ 18,000.00	\$ 18,000.00
D. TESTING AND FINALIZATION	1	LS	\$ 3,200.00	\$ 3,200.00
E. PRECONSTRUCTION VIDEO	1	LS	\$ 2,800.00	\$ 2,800.00
MISC BID ITEMS SUBTOTAL				\$ 48,340.00
II. EROSION AND POLLUTION CONTROL				
A. SWPPP	1	LS	\$ 4,651.00	\$ 4,651.00
B. NOI	1	EA	\$ 551.25	\$ 551.25
EROSION/POLLUTION CONTROL SUBTOTAL				\$ 5,202.25
III. EARTHWORK ON SITE				
A. CLEAR, GRUBB, AND DEMO.	1	LS	\$ 39,200.00	\$ 39,200.00
D. FINE GRADING & RESTORATION	41,272	SF	\$ 0.28	\$ 11,556.16
EARTHWORK ON SITE SUBTOTAL				\$ 50,756.16
IV. PAVING BASE AND SUBBASE				
A. ASPHALT 2" SP 9.5	810	SY	\$ 24.94	\$ 20,201.40
B. 6" BASE	810	SY	\$ 28.10	\$ 22,761.00
C. 6" STABILIZED SUBBASE	810	SY	\$ 11.31	\$ 9,161.10
PAVING BASE AND SUBBASE SUBTOTAL				\$ 52,123.50
V. CONCRETE ON SITE				
A. R & R MIAMI CURB	580	LF	\$ 38.00	\$ 22,040.00
B. R & R CONCRETE DRIVEWAY	2,988	SF	\$ 8.80	\$ 26,294.40
CONCRETE ON SITE SUBTOTAL				\$ 48,334.40
VI. TRAFFIC STRIPING AND SIGNAGE				
A. TRAFFIC STRIPING AND SIGNAGE	1	LS	\$ 3,800.00	\$ 3,800.00
STRIPING AND SIGNAGE SUBTOTAL				\$ 3,800.00
VII. FORCE MAIN				
A. 16" HDPE DR-11 DIPS	3130	LF	\$ 181.00	\$ 566,530.00
B. 16" PVC DR - 18	320	LF	\$ 98.40	\$ 31,488.00
C. 6" PVC DR - 18	60	LF	\$ 46.70	\$ 2,802.00
D. GROUT FILL ABANDONED 12" FM	3110	LF	\$ 17.82	\$ 55,420.20
E. GROUT FILL ABANDONED 6" FM	1130	LF	\$ 12.30	\$ 13,899.00
F. CONN. TO EXIST. FM	2	EA	\$ 6,380.00	\$ 12,760.00
G. CONNECTION AT ORMOND PKWY.	1	EA	\$ 5,620.00	\$ 5,620.00
H. RESTRAINED JOINT FITTINGS	4	TN	\$ 9,371.00	\$ 37,484.00
I. AIR RELEASE VALVE	1	EA	\$ 6,400.00	\$ 6,400.00
J. 16" MJ GATE VALVE	1	EA	\$ 9,640.00	\$ 9,640.00
K. 12" GATE VALVE	2	EA	\$ 6,980.00	\$ 13,960.00
L. 6" MJ GATE VALVE	1	EA	\$ 3,120.00	\$ 3,120.00
SANITARY SEWER SYSTEM SUBTOTAL				\$ 759,123.20
VIII. RESTORATION				
A. SODDING	4,200	SY	\$ 3.64	\$ 15,288.00
B. LANDSCAPING	1	LS	\$ 4,200.00	\$ 4,200.00
RESTORATION ITEMS SUBTOTAL				\$ 19,488.00
GRAND TOTAL				\$ 987,167.51



City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-55
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Amendment Contract with American Janitorial, Inc.		
Summary:	This is a request to approve an amendment in the amount of \$52,150.12 to the contract with American Janitorial, Inc. for additional professional janitorial services, coinciding with auto-renew of 1 additional year. The City Commission approved Resolution No. 2023-66 authorizing the execution of an agreement with American Janitorial, Inc., for professional janitorial services effective March 21, 2023, for a period of 1 year. The contract stipulates auto-renewals for 1-year periods, not to exceed 4 renewals, unless either party provides written notice of non-renewal 45 calendar days prior to the agreement expiration date. Since the original contract, additional services have been added to the scope of work as listed below, resulting in the need for an amendment to the contract in the amount of \$52,150.12. The additional service prices are consistent with the current contract pricing. <u>Additional Services - Due to Increase in Location Use</u> • Sanchez Park Restrooms • The Casements • PAC Backstage and Lobby Restrooms, Atrium Area and Front Stage • PAC Blue Room-Studio Building • PAC Second Floor Rehearsal Room, Dressing Room and Restroom <u>Additional Services - New Service Locations</u> • Rick Boehm Fields Softball Restrooms • Sports Complex Main Office		

	• 265 Clyde Morris Blvd. Ormond Beach, FL 32174 (New location, Legal Department) - Service at the Ames House was suspended after Hurricane Milton/October, but the park and restrooms remain in service. The new location was priced accordingly due to larger square footage at \$5,980.28. The difference is \$2,990.14 Should the Contract Manager determine some of the additional services are no longer necessary, the City will modify the level of service provided in this amendment. In the event of such modifications, the City will only pay for additional services performed.						
Financial Impact:	The annual contract price for American Janitorial, Inc. is \$428,823.70 which is included in the current FY 2024-2025 budget. The cost for the additional services will be \$52,150.12 and was not included in the 2024-2025 Fiscal Year budget. An amendment allocating these funds from General Fund reserve will be necessary.						
Citizen Impact:	There is a need for additional janitorial and cleaning services at high usage areas in City facilities. The amendment to the contract for the additional sanitation services will provide a better experience and safe environment in which to conduct critical City services for both visitors and residents.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the \$52,150.12 contract amendment, for a total amended contract amount of \$480,973.82 with American Janitorial, Inc.						
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279						
Attachments:	1. 25-55 American Jan Cost Adj (P25-0005G) 2. American Janitorial Cost Adj (P25-0005G) 3. Publication1 4. Increased Frequency of Contracted Locations Pricing 5. Increased Frequency of Contracted Locations Pricing 2 6. Additional Locations Pricing and Scope of Work Sheets 7. Contracted locations cost differences 8. American Janitorial, Inc Agreement (4) 9. Insurance Certificate						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>2/11/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>2/11/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>2/12/2025</td> </tr> </table>	Kelly McGuire, Finance Director	2/11/2025	Claire Whitley/Shawn Finley, Assistant City Manager	2/11/2025	Joyce Shanahan, City Manager	2/12/2025
Kelly McGuire, Finance Director	2/11/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	2/11/2025						
Joyce Shanahan, City Manager	2/12/2025						

RESOLUTION NO. 2025-55

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT 1-2025 TO THAT CONTRACT AWARDED TO AMERICAN JANITORIAL, INC. REGARDING PROFESSIONAL JANITORIAL SERVICES, BY INCREASING THE CONTRACT PRICE BY \$52,150.12; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and American Janitorial, Inc. are parties to a contract for janitorial services dated March 21, 2023, and

WHEREAS, American Janitorial, Inc. has requested an increase in the contract price to add three new service locations, to account for additional cleaning services necessary to maintain the restrooms and litter pick up at Sanchez Park, and to account for additional cleaning services necessary at the Casements and PAC due to increased activities and events, 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 to Contract Number 1-2025 to that Contract between the City and American Janitorial Services, Inc. as authorized by Resolution No. 2023-66, to add three new service locations, to account for additional cleaning services necessary to maintain the restrooms and litter pick up at Sanchez Park, and to account for additional cleaning services necessary at the Casements and PAC due to increased activities and events. The said Amendment, a copy of which is attached hereto and incorporated herein by reference, increases the Contract Price by \$52,150.12.

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

APPROVED AND AUTHENTICATED this 18th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**Amendment to Contract with American Janitorial, Inc.
No. 1-2025**

CONTRACT: Janitorial Services
RFP 2023-05

Dated: March 21, 2023

CITY OF ORMOND BEACH
22 South Beach St.
Ormond Beach, FL 32174

CONTRACTOR
American Janitorial, Inc.
87 North Central Avenue
Umatilla, FL 32784

In accordance with and incorporating the terms of the Agreement dated March 21, 2023 for janitorial services between the City of Ormond Beach and American Janitorial, Inc., the following is hereby agreed to by the parties:

Original Contract Price:	\$428,823.70
Prior adjustments:	\$ -0-
Cost Adjustment 1-2025	<u>\$ 52,150.12</u>
Adjusted Contract Price:	\$480,973.82

Purpose of Cost Adjustment 1-2025:

To add three new service locations (the Rick Boehm Fields Softball restrooms, the main office at the Airport Sports Complex and 265 Clyde Morris Blvd), to account for additional cleaning services necessary to maintain the restrooms and litter pick up at Sanchez Park, and to account for additional cleaning services necessary at the Casements and PAC due to increased activities and events.

***Should the City Manager, or her designee, in her sole discretion, determine that some or all the additional services within Cost Adjustment 1-2025 are no longer necessary, the City shall have the option to modify the level of service and/or terminate any additional services provided in this Amendment. In the event of such termination or modification, the City shall only be required to pay for additional services already performed to the date of termination.**

CITY OF ORMOND BEACH

AMERICAN JANITORIAL, INC.

By: _____
Jason Leslie, Mayor

By: _____

Date: _____

Date: _____

By: _____
Joyce Shanahan, City Manager

Date: _____

	Current	New	Difference	
Sanchez	\$ 1,824.36	\$ 4,256.88	\$ 2,432.52	
Casements	\$ 23,143.54	\$ 38,573.60	\$ 15,430.06	
PAC Backstage	\$ 11,782.19	\$ 23,564.32	\$ 11,782.13	
PAC Blue	\$ 5,718.12	\$ 8,576.88	\$ 2,858.76	
PAC 2nd floor	\$ 4,835.45	\$ 14,506.44	\$ 9,670.99	
Airport Sports Rick Boehm Fields Softball Restrooms	\$ -	\$ 3,385.80	\$ 3,385.80	
Sports Complex Main Office	\$ -	\$ 3,600.00	\$ 3,600.00	
Attorney's Office on Clyde Morris Blvd	\$ -	\$ 5,980.00	\$ 5,980.00	\$ 55,140.26
Ames Park RR	\$ 6,472.34	\$ 3,482.20	\$ (2,990.14)	
			\$ 52,150.12	



American Janitorial, Inc. (AJI)
P.O. Box 2534
Umatilla, FL 32784
(352) 669-1441

September 17, 2024

City of Ormond Beach Janitorial Services

LOCATION	DAYS/WEEK	SERVICE DAYS	COST PER YEAR
Casements	5	M-F	\$38,573.60
PAC Backstage and Lobby Restrooms, Atrium Area and Front Stage	4	M, W, F, Sa	\$23,564.32
PAC Blue Room-Studio Building "C"	3	M-W-F	\$8,576.88
PAC Second Floor Rehearsal Room, Dressing Room and Restrooms	3	M-W-F	\$14,506.44

Service shall comport with terms and scope of work provided by the City in RFP No. 2023-05.
Sales tax not included in price, if applicable.

Agreed & Accepted:

Signature

Printed Name



American Janitorial, Inc. (AJI)
P.O. Box 2534
Umatilla, FL 32784
(352) 669-1441

September 23, 2024

City of Ormond Beach Janitorial Services

LOCATION	DAYS/WEEK	SERVICE DAYS	COST PER YEAR
Sanchez Park	7	M - Su	\$4,256.88

Service shall comport with terms and scope of work provided by the City in RFP No. 2023-05.
Sales tax not included in price, if applicable.

Agreed & Accepted:

Signature

Printed Name



American Janitorial, Inc. (AJI)
P.O. Box 2534
Umatilla, FL 32784
(352) 669-1441

1/24/2025

City of Ormond Beach Janitorial Services

LOCATION	DAYS/WEEK	COST PER YEAR	COST PER EACH EXTRA SERVICE	COST PER EACH EMERGENCY
Airport Sports Rick Boehm Fields Softball Restrooms	5	\$ 3,385.80	\$ 13.02	\$ 15.62
Sports Complex Main Office	3	\$ 3,600.00	\$ 23.08	\$ 27.70
Attorney's Office - 265 Clyde Morris Blvd, Suite 200	3	\$ 5,980.28	\$ 78.20	\$ 93.84
Ames Park & Ames House (Old)	3	\$ 6,472.34	\$ 41.49	\$ 49.79
Ames Park Restrooms (New)	3	\$ 3,482.20	\$ 22.32	\$ 26.79
(Difference at Ames)		\$ (2,990.14)		

Service shall comport with terms and scope of work provided by the City in RFP No. 2023-05.

Sales tax not included in price, if applicable.

Agreed & Accepted:

Signature

Printed Name



City of Ormond Beach
Janitorial Services
RFP 2023-05
Airport Sports Complex
Rick Boehm Fields Softball Restrooms
700 Hull Rd.

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 550 sq. ft. Cleaning hours of service **6:00 pm. to 9:00 a.m.**
Concrete 550 sq. f Days of service – **approximately 260 days of service.**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39		Cement floors – sweep and wet mop. Clean off exterior walkways		3X				
9	Floors	Pick up all trash and debris off floor.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - clean to remove dust, dirt build up and foreign debris.	X					

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
SPORTS COMPLEX
MAIN OFFICE
700 HULL ROAD

D = Daily (3x/Wk) Once a day Monday, Wednesday, and Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually I Must be completed by the fifteenth (15) day of January and July.
= Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 4,100 sq. ft Cleaning hours between 6:00 A.M. and 9:00 A.M.
Kinetex Carpet Floor 4,100 sq. ft. **Days of service - approximately 156 days of Service**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.				X		
12		Carpet - Vacuum and clean all carpeting, rugs and other floor coverings.	X					

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



CITY OF ORMOND BEACH
Janitorial Services
RFP 2018-14
ATTORNEY'S OFFICE
265 CLYDE MORRIS BLVD, SUITE 200

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory
Total 4,400 sq. ft. Cleaning hours between 6:00 A.M. and 6:00 P.M.
Carpet 3,765 sq. ft. **Days of Service: (3) days Monday – Wednesday - Friday**
LVT 375 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
2	Legal Office	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
16		Upholstered Furniture - Vacuum and dust all upholstered furniture.					X	
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
2	Conference Room	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
12		Carpet - Vacuum carpeting, rugs and other floor coverings		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
8		Dust all furniture including but not limited to filing cabinets, tables and bookcases with polish cloth.		X				
16		Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	

Inspection Comments:_____

Inspection Date

Facility Manager's Signature

Site	Current Cost	Proposed Cost	Difference
Sanchez	\$ 1,824.36	\$ 4,256.88	\$ 2,432.52
Casements	\$ 23,143.56	\$ 38,573.60	\$ 15,430.04
PAC Backstage	\$ 11,782.20	\$ 23,564.32	\$ 11,782.12
PAC Blue Room	\$ 5,718.12	\$ 8,576.88	\$ 2,858.76
PAC 2nd Floor	\$ 4,835.40	\$ 14,506.44	\$ 9,671.04

RESOLUTION NO. 2023-66

A RESOLUTION ACCEPTING THE PROPOSAL OF AMERICAN JANITORIAL, INC., REGARDING PROFESSIONAL JANITORIAL SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for professional janitorial services (the Project) (City RFP No. 2023-05), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the six (6) proposals received and determined that the most advantageous proposal for the City, taking into consideration contractor's price, past experience, account retention, stock of required equipment, and references, is the proposal submitted by American Janitorial, Inc. to provide professional janitorial services in the amount of \$428,823.70 (a copy of said proposal being incorporated in the agreement which is attached hereto and incorporated herein by reference), and recommendation, and

WHEREAS, the City Manager has certified that the money for the payment of the Project will deposited to the credit of the General Fund (301) through a budget amendment and will not be appropriated for any other purpose, and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of American Janitorial, Inc. and execute an agreement for the Project, now therefore,

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

SECTION ONE. The proposal of American Janitorial, Inc. to provide professional janitorial services for the City is hereby accepted.

SECTION TWO. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of an agreement with American Janitorial, Inc.

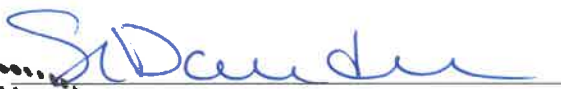
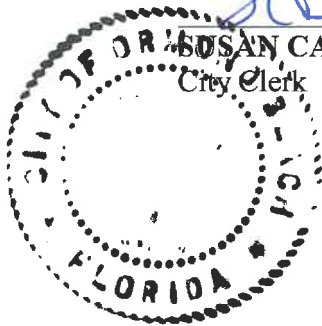
SECTION THREE The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and American Janitorial, Inc. for the Project in an amount of \$428,823.70, and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 21st day of March, 2023.


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 and **American Janitorial, Inc.** ("Contractor"), 87 North Central Avenue, Umatilla, FL 32784, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal attached hereto as Exhibit "A" and the Request for Proposals (RFP 2023-05 "Professional Janitorial Services") attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of one (1) year. This Agreement shall be automatically renewed for four (4) additional one-year periods unless either party provides at least forty-five (45) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

American Janitorial, Inc.
Jason Lay, CEO
P.O. Box 2534
Umatilla, FL 32784

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

CITY CLERK

22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

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 21 day of March, 2023.

Witnesses:

CITY OF ORMOND BEACH



Print Name: Taylor Lochert

By: 
BILL PARTINGTON
Mayor



Print Name: Susan Daubert

By: 
JOYCE SHANAHAN
City Manager

DATED this 15 day of March, 2023.

Witnesses:

AMERICAN JANITORIAL, INC.

Kristen Cassel

Print Name: Kristen Cassel

By: Jason Lay

Print Name: JASON LAY

Title: CEO

Deanna Hodges

Print Name: Deanna Hodges

Attest: Thomas Donohoe

Print Name: Thomas Donohoe

Title: Project Manager



Janitorial Services Proposal

RFP # 2023-05

Professional Janitorial Services

January 12, 2023

Focused Customer Service
Quality Workmanship
Experienced Staff
Competitive Pricing
24 Hour Emergency Service





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: PROFESSIONAL JANITORIAL SERVICES

RFP NUMBER: 2023-05

RFP OPENING DATE & TIME: January 12, 2023 - 3:00 PM

RFP OPENING LOCATION: Training Room (Breezeway, City Hall) 22 S. Beach St.

PRE-SUBMITTAL MEETING: N/A

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: American Janitorial, Inc. (AJI)

PROPOSER'S MAILING ADDRESS: PO Box 2534

CITY-STATE-ZIP: Umatilla, FL 32784

F.E.I.N.: 46-0557106

PHONE NUMBER: 352-551-7941

FAX NUMBER: 352-669-1408

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

Jason Lay
AUTHORIZED SIGNATURE (MANUAL)

Jason Lay

NAME (TYPED)

CEO

TITLE

1/10/2023

DATED

City of Ormond Beach
Request for Proposal

Professional Janitorial Services
(RFP No. 2023-05)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that is substantially in the form 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:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>12/15/2022</u>	<u>1</u>
<u>1/4/2023</u>	<u>2</u>
<u>1/6/2023</u>	<u>3</u>

Receipt of all of which is hereby acknowledged.

This Proposal 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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for himself any advantage over any other Proposer or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: American Janitorial, Inc. (AJI)

VENDOR/CONTRACTOR LICENSE NUMBER: 46-0557106 (FEIN)

ADDRESS: 87 North Central Ave, Umatilla, FL 32784 (Physical)
PO Box 2534, Umatilla, FL 32784 (Mailing)

PHONE NO.: 352-551-7941 FAX NO.: 352-669-1408

PROPOSER'S NAME: Jason Lay
(Typed or Printed in Ink)

TITLE: CEO

AUTHORIZED SIGNATURE: I, Jason Lay 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.



TITLE PAGE



Proposal for Professional Janitorial Services

RFP # 2023-05
City of Ormond Beach

Company Headquarters

American Janitorial, Inc. (AJI)
87 North Central Ave
Umatilla, FL 32784

Contact Person

Jeff Simmons, Director of Sales
352-551-7941 (cell)
352-669-1408 (fax)
jeff.simmons@ajiclean.com

Proposal Date

January 12, 2023



January 12, 2023

Mr. Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

RE: Transmittal Letter
RFP 2023-05 Professional Janitorial Services

Dear Mr. Hart,

We are pleased to submit a proposal for janitorial services at the City of Ormond Beach locations. As you review our proposal, you will see that as the current vendor providing these services to these locations, American Janitorial, Inc. (AJI) understands your specific challenges and our proposal provides you with a program tailored specifically for the needs of the City of Ormond Beach. These key items separate AJI in the marketplace:

- Experience with large scale, multi-location projects – As the current janitorial contractor for several City and County government entities throughout Florida, including the Cities of Ormond Beach, Clermont, Dunedin and Palm Coast, as well as Lake, Volusia, and Flagler Counties, AJI understands the unique challenges of providing daily services for multiple locations spread out over large geographic areas. Additionally, we provide custodial and related services to over 5.5 million sq ft of space daily throughout our portfolio, employing over 250 people.
- Management – The Contract Managers we assign to oversee your account are the most integral part of our program. These are salaried positions, which coordinate, direct, and control all of the custodial functions in their area of operation. The assigned Contract Managers will continue to be available to City of Ormond Beach representatives 24 hours a day, 7 days a week.
- Proximity – Headquartered in Lake County, AJI has a strong presence in Central Florida, which places us in a unique position to be able to handle any issues that arise at the City of Ormond Beach locations promptly and efficiently.

American Janitorial, Inc. (AJI)
87 North Central Ave, Umatilla, FL 32784
P: 352-551-7941
F: 352-669-1408

AJI is a local cleaning company that has serviced Florida businesses and governments for over 35 years. AJI was founded in 1987 as a "one stop shop" commercial and industrial janitorial service and supply company.

AJI was previously known as ABC Clean-All, a Florida Corporation formed on September 24, 1987 by Theo Tingle. In 2004, the company was purchased by Mr. Tingle's grandson, our current President, Jordan Dailey and Stephanie Dailey, our current CFO & Vice President.

Under our current structure as American Janitorial, Inc., we are a Florida Corporation incorporated on July 12, 2012. Our officers are Jordan Daily (President), Stephanie Dailey (CFO) and Jason Lay (CEO). Our home office is located in the City of Umatilla, allowing us a central base in which to service a large geographical area throughout Florida. We have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available.

We are very proud of our reference base, and I encourage you to contact any of our customers to hear about their experiences with AJI.

Our fundamental values of honesty, trust, integrity, respect, and quality drive our philosophy of cleaning at AJI; to deliver the best possible service to our customers each and every day. Our basic principles for achieving this goal are:

- Develop transparent relationships with employees, suppliers and customers
- Create a positive economic outcome for both our employees and our customers
- Seek to steadily improve our quality control system, CleanCheck™
- Develop meaningful community interaction
- Protect and preserve the environment at all times
- Maintain our competitive edge

AJI is committed to performing the work within the time period specified by the City in the RFP, and we verify that all terms and conditions set forth by the City of Ormond Beach are understood and acknowledged by the undersigned. Additionally, this proposal is a firm and irrevocable offer for the engagement period. As CEO of AJI, I am legally authorized to bind the corporation through signature.

We look forward to continuing our an excellent working relationship with this contract, and we remain committed to giving the City of Ormond Beach the highest possible quality for the fairest possible price.

If you have any questions regarding this response, please contact me anytime at 352-910-0880 or by email at jason.lay@ajiclean.com.

Sincerely,



Jason Lay
CEO

PROFILE OF PROPOSER

American Janitorial Inc. (AJI) is a Florida Corporation founded in 1987 as a “one stop shop” commercial and industrial janitorial service and supply company.

AJI employs over 250 people to provide comprehensive cleaning services for over 225 facilities throughout the State of Florida, totaling over 5.5 million square feet serviced each day. We have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available. Some of our current customers include The Villages HealthCare Centers, City of Gainesville RTS, Volusia County Board of County Commissioners, Flagler County Board of County Commissioners, The Villages Commercial Property Management, The Villages Community Development Districts, the Cities of Dunedin, Ormond Beach, Palm Coast and Clermont.



AJI started out as an energetic family business with only a few part-time employees. It has now grown to be one of the leading janitorial service contracting companies in Central Florida yet still remains a strong family business. AJI has always maintained a focus on hard work and dedication to customer service.

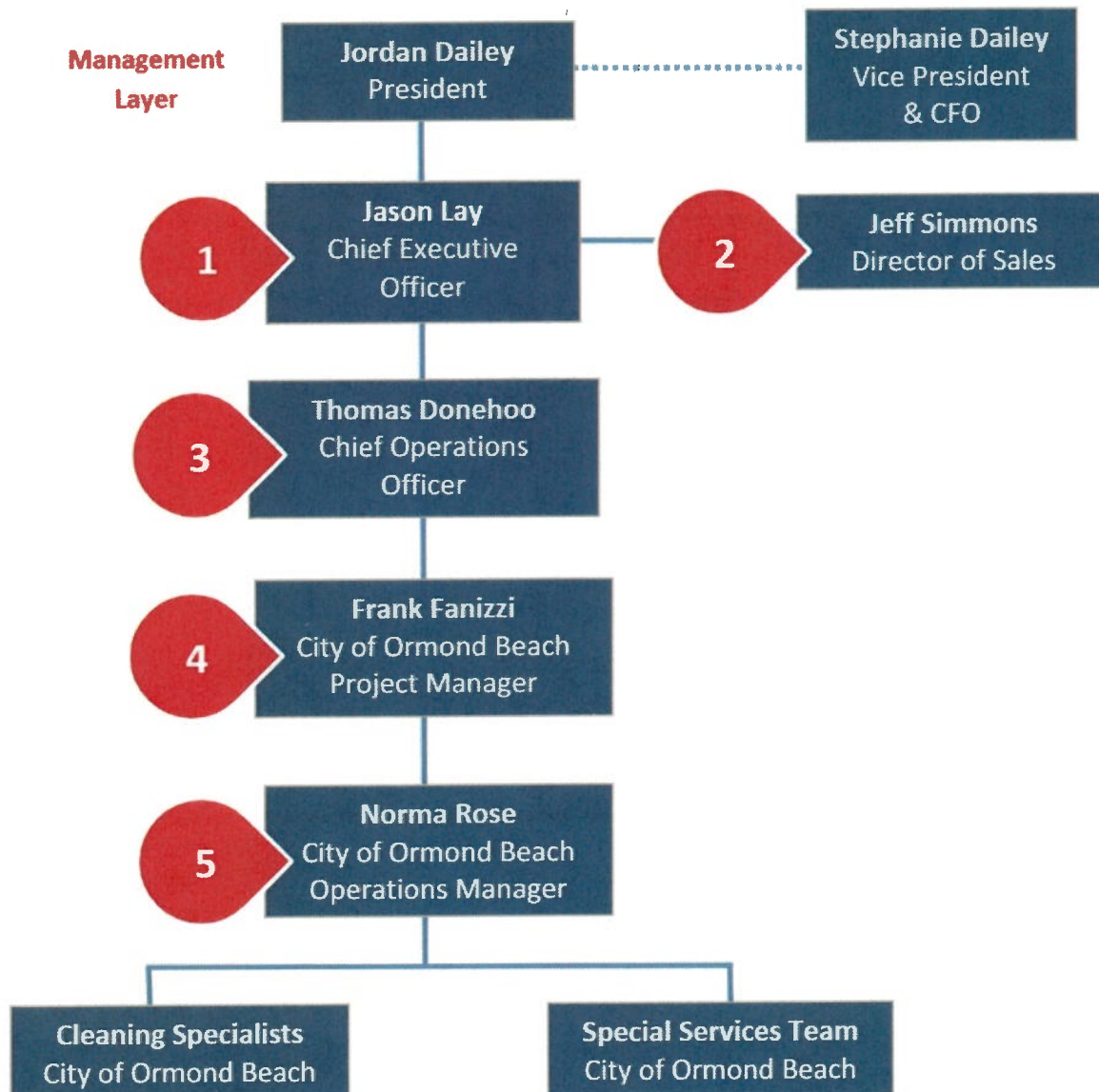
Our President is Jordan Dailey, the company founder’s grandson. Mr. Dailey joined the company in 2000 to assist in the development of the commercial janitorial operations. Despite tough economic conditions, AJI has continued to grow under his leadership as he has demonstrated his ability to lead and adapt to ever-changing times.



AJI CONTRACT PERSONNEL

Our personnel approach is based on a team concept of highly trained individuals who are assigned to a specific duty throughout their assigned service area. AJI will have **5 layers of management** on this project to ensure the needs of the City of Ormond Beach are continued to be met on a consistent, daily basis. The following pages outline the janitorial service industry experience and primary responsibilities of AJI's management team.

MANAGEMENT ORGANIZATIONAL STRUCTURE





MANAGEMENT BIOGRAPHICAL OVERVIEW



Jordan Dailey **President**

AJI's President joined the company in 2000 to assist in the development of the commercial janitorial operations. AJI has continued to grow under his leadership as he has demonstrated his ability to lead and adapt to ever-changing times and build upon AJI's legacy as one of the most popular janitorial service providers in the region. Part of this adaptation was the creation and implementation of a new quality assurance system that has drastically improved the overall performance level of the company's services. Mr. Dailey also expanded the service offerings that the company provides. This expansion has allowed the company to branch into new markets and add more services to a wider variety of customers, particularly in the governmental and medical fields.



Jason Lay **CEO**

AJI's CEO joined AJI in 2022, after retiring from a successful, 28-year career as a Colonel in the United States Air Force and the Florida Air National Guard. His extensive experience as a senior military officer and commander, including multiple overseas combat deployments, makes him a trusted and valuable leader for the AJI Team. In addition, Mr. Lay brings a wealth of business experience and acumen from his time as President and CEO of his own construction and restoration company for 10 years. Mr. Lay earned his Bachelor of Science degree in mechanical engineering from the University of Portland in 1994, and he also earned a master's degree in Security Studies from Air University in 2016. As CEO, Mr. Lay is responsible for the business performance of the entire AJI organization, including Operations, Sales, Business Development, office management, accounting, support functions, and individual leadership development. In addition, he is responsible for establishing and implementing key business strategies and objectives that will maintain and secure AJI's future success.

**Stephanie Dailey****Vice President & CFO**

Ms. Dailey joined AJI in 2001 and currently serves as our Vice President & Chief Financial Officer. In this role, Ms. Dailey is responsible for developing and implementing purchasing strategies to reduce costs, which allows AJI to stay competitive as well as maintaining strong supplier relationships to ensure our employees in the field have the proper equipment and materials necessary to do their jobs. Additionally, Ms. Dailey is responsible for the overall administrative operation of janitorial service contracts and adherence to terms and conditions.

**Jeff Simmons****Director of Sales**

Since joining the company in 2010, Mr. Simmons has lead AJI through an unprecedented period of growth, generating over \$8M in new business. Mr. Simmons currently serves as Director of Sales of AJI and has developed a set of performance metrics that drive improved financial performance, customer service, and overall operational accountability. Mr. Simmons is responsible for compliance and quality adherence, as well as satisfying quality systems and performance for all customer contracts.

**Thomas Donehoo****Chief Operations Officer**

As the COO, Mr. Donehoo is responsible for customer service, operational oversight, and purchasing. A member of the AJI team since 2010, Mr. Donehoo specializes in client communication, program development and staff training, ensuring that AJI's service is consistently exceptional and specialized for each client. Mr. Donehoo is responsible for overseeing the operations of the janitorial contract and the management of all cleaning technicians assigned to the contract. He will perform inspections, maintain checklists and quality control procedures, and schedule all services.



Frank Fanizzi
Project Manager

Mr. Fanizzi joined AJI in 2017 and has over 20 years of experience in the janitorial service industry. Mr. Fanizzi is currently responsible for several of AJI's Atlantic coast area janitorial projects, including the City of Ormond Beach, as well as our Volusia and Flagler County accounts. In his role as Project Manager, Mr. Fanizzi is responsible for overseeing the operations of the janitorial contract and the management of all cleaning technicians assigned to the contract. He will perform inspections, maintain checklists and quality control procedures, and schedule all services. Mr. Fanizzi is local and can be onsite to handle any issues on the City of Ormond Beach project within 60 minutes or less.



Norma Rose
Operations Manager

As Operations Manager, Ms. Rose will continue to be responsible for the daily cleaning operations at the City of Ormond Beach locations, including supervision, inspections, and control of all custodial and related services associated within the City of Ormond Beach janitorial contract. She has been a member of the AJI team since 2019, and currently oversees the City of Ormond Beach locations. Ms. Rose is responsible for quality control inspections, enforcing proper cleaning procedures, managing personnel, and overseeing additional services. For the City of Ormond Beach project, Ms. Rose will immediately respond to any issue that may arise.



QUALIFICATIONS OF CONTRACTOR

The basis of AJI's business operations and relationships are the core values of honesty, trust and integrity. Our longevity in an industry where many competitors have come and gone proves that the company's business principles are solid and consistent. *American Janitorial always meets the needs of its customers, regardless of the money or time it takes to ensure satisfaction.*

Who We Are:

- We are a locally owned and operated company that takes pride in every facility we service. We have the resources and expertise of a national corporation combined with the quality customer service of a hometown cleaning company. Our reputation is our best asset!
- We are a company that builds and cultivates long lasting relationships with our customers through clear communication and outstanding customer support. We invest time and effort into relationships with our customers!
- We are a company that retains business. Every contract we have is important to us and we treat each one as if it's our only one.
- We are a company that cares about quality workmanship. Our custom quality control system, **CleanCheck™** creates accountability for our staff and allows us to detect problems before they happen. We routinely inspect our own work so our customers don't have to.
- We are a company that does whatever it takes. Just ask our references.

Who We Aren't:

- We aren't a national or franchise company who treats its customers like just another number.
- We aren't a company who works off of volume and turns in "cookie cutter" bid packages based solely on pre-determined square footage pricing. We don't just move from one big contract to the next.
- We aren't a company that makes excuses – if something isn't right, we fix it.

Our company's core services include floor care, janitorial services, hard surface floor care, carpet cleaning, trash removal, bus stop maintenance, pressure washing, lawn services, and water/fire damage cleanup.

Our comprehensive service offerings make us a unique vendor that is able to meet all of the requirements set forth by the City of Ormond Beach in this solicitation. Our plan to continue managing the needs of the City at these locations includes:

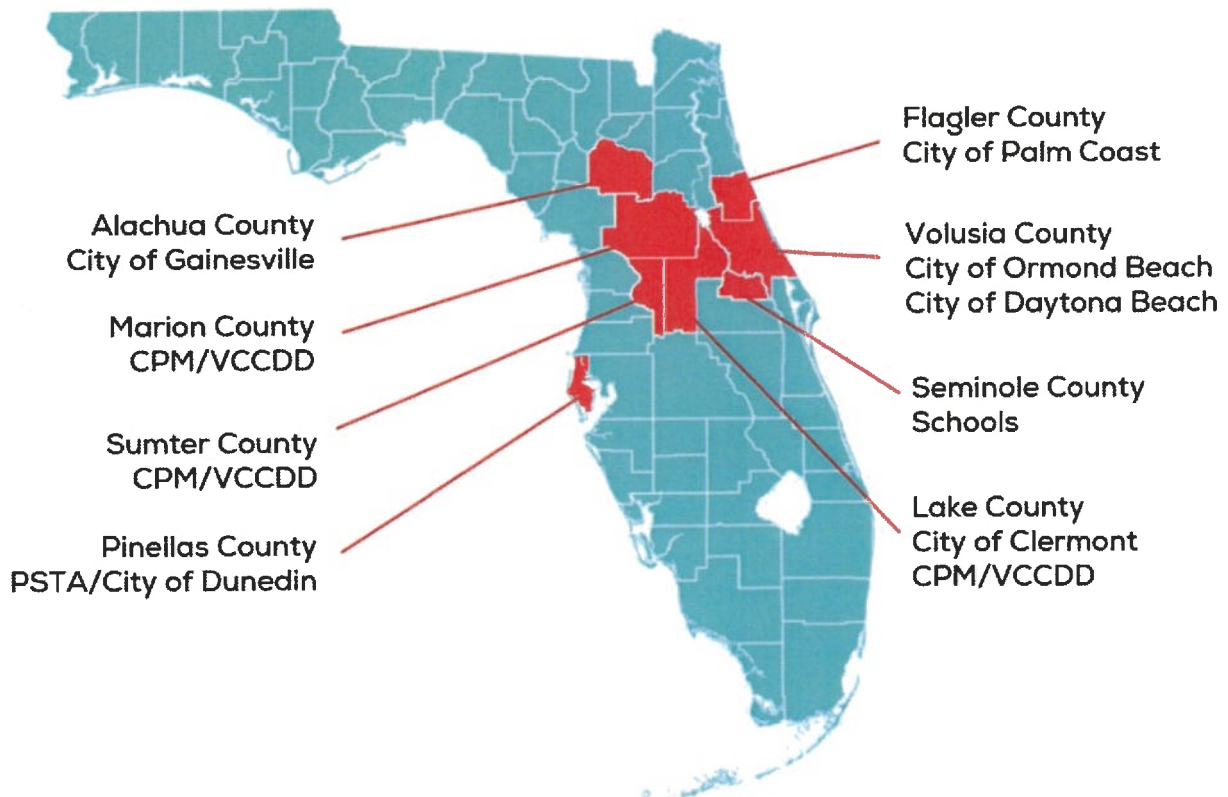


- Employment of trustworthy and hardworking staff
- Continual process improvement and training programs, including safety training
- Competent personnel and friendly management
- Deployment of modern and environmentally-sensitive cleaning solutions
- Use of appropriate, high-quality equipment

All our clients are beyond satisfied with our services and, more importantly, they have come to trust and count on AJI as a dependable vendor. It is truly a winning arrangement for all involved. *We will always go above and beyond to ensure customer satisfaction, even if it falls outside of the contract.*

AJI EXPERIENCE

AJI is a local cleaning company that has serviced Central Florida businesses and governments for nearly 35 years. For decades, the company's headquarters have been based in Lake County. Our home office is located in the City of Umatilla, which approximately 50 miles from many of the City of Ormond Beach locations.





In addition, as current contractor at over *225 separate locations throughout Central Florida, including the City of Ormond Beach*, AJI is in a position to be able to handle any issues that arise at the City of Ormond Beach locations promptly and efficiently. Because of our strong presence in your area, we have the ability to respond quickly to your needs and provide additional manpower to cover unexpected situations as they occur.



Our valued customers in Central Florida include:

- Volusia County BOCC
- City of Ormond Beach
- City of Daytona Beach
- City of Palm Coast
- Flagler County BOCC
- Lake County BOCC
- The Villages Commercial Property Mgmt
- Villages Community Development Districts
- City of Gainesville RTS
- Citizens First Bank
- City of Clermont
- Citrus Cardiology
- Villages Endoscopy
- SECO Energy
- Cardiac and Vascular Consultants
- Surgical Specialists – Villages
- Lifetime Dentistry
- Lake Centre for Rehab

As stated previously, we have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available. At present, our company provides cleaning services, including all floor care and day porter service, for over 5,500,000 square feet of office space across Central Florida. All our clients are beyond satisfied with our services and, more importantly, they have come to trust and count on AJI as a dependable vendor. It is truly a winning arrangement for all involved.

We will always go above and beyond to ensure customer satisfaction, even if it falls outside of the contract. We don't make excuses – if something isn't right, we will be on-site quickly to fix it.



PROJECT APPROACH

AJI's plan to continue providing janitorial services at the City of Ormond Beach locations is simple: take care of the City with professional, high-quality service, and ensure that all contract requirements are met or exceeded on a daily basis.

We believe that the secret to the company's success is through understanding our customer's needs and ensuring those needs are met on a consistent basis. AJI is dedicated to the continual development of stronger customer relations and consistent quality improvement. We do this by having a proven and tested cleaning system upon which our entire operations are based.

People: We are an organization that cares about our employees. As such, we take the time to ensure each and every one is properly trained to perform the work they are assigned, ensuring their safety and the safety of the building occupants in the facilities we service.

Products: In business for over 35 years, AJI understands what products and equipment are necessary to do the job correctly. We use **Green Seal** certified products whenever possible to maintain our commitment to preserving the environment.

Process: Our systematic cleaning process allows us to deliver service that results in a healthier environment, better customer relationships and lower costs than our competitors.



We have customized cleaning systems in place that will meet all of the needs of the City of Ormond Beach, and often exceed expectations. Implementation of this system involves:

- Customized daily checklist for all locations
- Cleaning request log and communications system
- Implementation of quality control system, **CleanCheck™**
- In-house training of all new employees
- Full-time Project Manager and Supervisor/Crew Leader
- Daily inspections and immediate support and response
- Detailed monthly inspections and reports
- Hot spot training and implementation

MANAGEMENT PLAN

Our cleaning approach is based on a team concept of highly trained technicians who are assigned to a specific duty throughout their assigned service area. Our technicians are:

- Executive Technician
- Restroom Technician
- Vacuum Technician

These three highly trained technicians work together to form an efficient team which is capable of providing the consistently high-quality service upon which our reputation was built.



EXECUTIVE TECHNICIAN:

The Executive Technician is our most versatile cleaning position. They are responsible for the emptying of all trash and recycling receptacles and the replacement of liners, as needed. They sanitize telephones and dust all appropriate horizontal and vertical surfaces up to 72". In preparation for the Vacuum Technician, they pick up paper clips and various other items from the floor such as papers and writing utensils. They mop hard surface flooring in common

areas and suites. They also spot clean various surfaces around the office: doors, glass, and walls. In addition, they are responsible for ensuring that the first-impression areas of your building are cleaned and maintained properly. They detail clean all interior glass walls and high visibility carpet areas. They polish all brass fixtures and maintain the cleanliness of the elevator tracks. They will also haul trash from various areas to on-site dumpsters and police the stairwells to remove all debris.



RESTROOM TECHNICIAN:

Primary responsibilities for our Restroom Technicians include restocking of all paper dispensers (toilet tissue, hand towels, etc.), emptying trash and replacing liners, cleaning and disinfecting all fixtures and mirrors, and wiping down stall partitions and doors. They are also responsible for scrubbing all flooring areas in each restroom. The primary function of the Restroom Technician is to disinfect and clean all surfaces while maintaining an odor free environment.



VACUUM TECHNICIAN:

The Vacuum Technician is responsible for the daily vacuuming of all traffic areas and spot vacuuming all other office areas. In addition, they vacuum office furniture to remove various small debris and spills. Depending on the size of the building, they may also help the Executive Technician with hard surface floor cleaning, such as mopping in kitchen areas and corridors.

DAY PORTERS:

AJI porters have experience working independently as well as proven customer service experience working with the general public. All AJI day porters will be proficient in the English language and be able to communicate with building representatives and visitors both orally and in writing. AJI day porters are trained to work independently, and be reliable, self-motivated, mature, and responsible. Duties include: service main lobbies, police & service restrooms, respond to complaints, perform special cleaning, setup rooms for meetings & conferences, post-meeting Cleanup and emergency cleaning.



REFERENCES

AJI currently provides cleaning services, including all floor care and day porter service, for over 5,500,000 square feet of office and medical space throughout Florida. We invite you to contact each of the below references to learn first-hand what makes AJI the ideal solution to your janitorial service needs at the City of Ormond Beach locations.



LAKE COUNTY GOVERNMENT
550 WEST MAIN STREET, TAVARES, FL 32778
DON GLESSNER
352-253-4973 (P)
352-343-5618 (F)
DGLESSNER@LAKECOUNTYFL.GOV

The Lake County Government awarded AJI with its janitorial cleaning services contract in 2011. AJI provides complete janitorial service for all of Lake County's facilities in the downtown Tavares area including the Lake County Judicial Center, the Lake County Administration Building, the Historic Courthouse, the Property Appraiser / Tax Collector building and the Public Defender offices. Our services are also contracted for high-traffic, high-usage public building such as the public libraries, the community center buildings, the fairground buildings and various warehouse and office space. Approx 900,000 total square feet.



THE VILLAGES HEALTHCARE CENTERS
280 FARNER PLACE
THE VILLAGES, FL 32162
DIANE MCINTYRE
352.267.7589
DIANE.MCINTYRE@THEVILLAGES.COM

AJI provides daily janitorial services to 15 locations for The Villages Healthcare Center. Our services include: evening janitorial cleaning of exam rooms, office areas and waiting rooms, carpet cleaning, tile stripping and waxing, and ceramic tile steam cleaning. In addition to Colony Plaza, American Janitorial cleans Creekside Care Center, Santa Barbara Care Center, Mulberry Grove Care Center, Pinellas Care Center and The Villages Health Specialty Care at the Center for Advanced Healthcare at Brownwood. We have been providing services to these locations since May 2014.



CITY OF CLERMONT
685 WEST MONTROSE STREET
CLERMONT, FL 34711
JOE MCMAHON
352.267.2398
JMCMAHON@CLERMONTFL.ORG

AJI provides daily janitorial and floor care services to 7 locations for the City of City of Clermont. Our contracted services include cleaning the Police Department Headquarters, City Hall, Clermont City Center, Public Works, Highlander Building, various restrooms and the Clermont Arts & Recreation Center, which is the social and entertainment hub of the Clermont community, hosting meetings and events on a daily basis. These locations total over 200,000 square feet and we have been providing services since 2016.



THE VILLAGES COMMERCIAL PROPERTY MGMT
1071 CANAL ST
THE VILLAGES, FL 32162
BRIAN HUFFMAN
352.483.6709
BRIAN.HUFFMAN@THEVILLAGES.COM

Since 2014, AJI has provided daily janitorial services to 6 recreation centers in The Villages, as well as 10 pool restroom locations. AJI ensures optimal levels of cleanliness and sanitation by detail cleaning and thoroughly mopping all hard service flooring each day. Additionally, we provide cleaning services to the offices and meeting room areas, paying special attention to the restrooms as they experience high levels of resident traffic each day.



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 EAST MOODY BOULEVARD, BUNNELL, FL 32110
MIKE DICKSON
386-585-2525 (P)
386-313-4121 (F)
MDICKSON@FLAGLERCOUNTY.ORG

AJI provides daily janitorial and day porter services to over 50 separate locations for Flagler County, totaling over 450,000 square feet. AJI began services on March 1, 2018.



CITY OF ORMOND BEACH
399 NORTH US 1
ORMOND BEACH, FL 32174
BILL ROSE
386.212.8685
BILL.ROSE@ORMONDBEACH.ORG

AJI provides janitorial and floor care services to 37 locations for the City of Ormond Beach. Our contracted services include cleaning the City Hall, Police Department, Public Works and park facilities. We provide carpet cleaning, floor stripping and waxing, hard surface floor buffing and ceramic tile steam cleaning. These locations total over 140,000 square feet and we have been providing services since 2015.



CITY OF PALM COAST
1 WELLFIELD GRADE
PALM COAST, FL 32137
ROGER LACHANCE
386-986-2340
RLACHANCE@PALMCOASTGOV.COM

AJI began providing daily cleaning of the City of Palm Coast locations on April 1, 2018. The City of Palm Coast consists of 15 locations totaling more than 90,000 square feet over multiple locations, including buildings with high transient populations like the City Hall and community center as well as public works, utilities and fire stations.



PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)
3201 SCHERER DRIVE N.
ST. PETERSBURG, FL 33716
MISSY NEVITT
727-253-9468
MNEVITT@PSTA.NET

AJI began this project on October 1, 2015. This account consists of over 900 bus stops and bus shelters. We provide trash pickup, pressure washing, graffiti removal, weed eating, tree trimming, and lawn mowing within 20 feet of the shelter. We also provide full janitorial and pressure washing services at the PSTA bus terminals, as well as floor services for all PSTA buildings.



City of Ormond Beach

Janitorial Services-Facilities Cost Sheet

RFP 2023-05

LOCATION	ANNUAL COST	COST PER EACH EXTRA SERVICE	COST PER EACH EMERGENCY
Casements	\$23,143.54	\$148.36	\$178.03
Gymnastics Center	\$13,292.47	\$63.91	\$76.69
PAL Office	\$2,804.95	\$17.98	\$21.58
Ames Park/Legal/Conference	\$6,472.34	\$41.49	\$49.79
Central Park I	\$4,346.80	\$11.94	\$14.33
Central Park II	\$4,242.12	\$11.65	\$13.99
Sanchez Park	\$1,824.36	\$11.69	\$14.03
Airport Sports Softball Building	\$7,830.88	\$21.51	\$25.82
City Hall	\$65,179.74	\$250.69	\$300.83
S Ormond Neighborhood Ctr	\$29,153.59	\$112.13	\$134.56
Water Plant, Jefferson St.	\$5,564.93	\$21.40	\$25.68
Water Plant, Tomoka Ave.	\$2,682.05	\$25.79	\$30.95
Fleet	\$7,339.09	\$35.28	\$42.34
Bailey's Riverbridge	\$3,380.71	\$21.67	\$26.01
Senior Ctr - Bldg A	\$7,655.03	\$29.44	\$35.33
Senior Ctr - Bldg B	\$16,462.77	\$63.32	\$75.98
Senior Ctr - Bldg D	\$6,164.48	\$23.71	\$28.45
Shuffleboard Building	\$2,365.38	\$22.74	\$27.29
Airport Tower	\$4,354.35	\$27.91	\$33.50
Wastewater	\$6,371.47	\$24.51	\$29.41
Wastewater office	\$3,093.89	\$21.32	\$25.58
Cassen Park	\$6,001.30	\$16.49	\$19.78
Nova Outside Restrooms	\$4,564.49	\$12.54	\$15.05
Leisures Services Offices	\$10,130.01	\$38.96	\$46.75
PAC - 2nd Floor	\$4,835.45	\$92.99	\$111.59
PAC - Backstage, Etc.	\$11,782.19	\$113.29	\$135.95
PAC - Bldg C Blue Room	\$5,718.12	\$54.98	\$65.98
Fortunato Park	\$6,354.60	\$17.46	\$20.95
Airport Sports Soccer Building	\$3,978.61	\$15.30	\$18.36
Airport Sports Greg Smith Fieldhouse	\$8,995.69	\$34.60	\$41.52
Baseball Building	\$4,243.89	\$16.32	\$19.59
Osceola Elementary	\$2,187.68	\$8.41	\$10.10
Nova Athletic Field Restrooms	\$2,405.25	\$15.42	\$18.50
Public Works	\$14,327.47	\$55.11	\$66.13
Police Department	\$45,440.09	\$145.64	\$174.77
Riverbend Park	\$1,384.22	\$8.87	\$10.65
Nova Gymnasium	\$36,882.10	\$141.85	\$170.23
Andy Romano Beachfront Park	\$18,281.07	\$50.22	\$60.27

Environmental Discovery Center	\$5,026.63	\$19.33	\$23.20
Nova rec. Skate Park	\$5,192.72	\$14.27	\$17.12
Airport Sports Pride Restrooms	\$2,507.55	\$16.07	\$19.29
Airport Sports Pop Warner restrooms	\$4,859.63	\$13.35	\$16.02
TOTAL BID (Include all labor, material, equipment, etc.)	\$428,823.70	\$1,909.91	\$2,291.97



EQUIPMENT

AJI has utilized modern cleaning equipment and “green” cleaning techniques in all facilities for the past six years. The use of these systems and equipment has allowed for more efficient cleaning processes, better sanitation of facilities, improved indoor air quality and lower costs for our customers.

Where possible, we utilize ProTeam Super CoachVac backpack vacuums on our projects. All vacuums are equipped with HEPA filters, which are an industry standard for high-quality air filtration. Backpack vacuums allow us to reach high spots and also places such as behind computer tables and desks, book racks, and closets. These are the places that would be extremely tough to clean while using a canister vacuum cleaner. Most important, AJI employees are trained in the proper use of all equipment at each individual account. This both ensures their safety as well as protects the property of our customers. Our equipment list includes back-pack vacuums, restroom carts, high and low-speed floor machines, ride-on automatic scrubbers, motorized sweeper, carpet extractor and various wet/dry vacuums.



For carpet cleaning at these locations, AJI will be using a van equipped with a CDS 4.8 truck mounted, van-powered cleaning system from HydraMaster. These systems feature OverDrive™ Power Train Technology which allows us to deliver a deep clean to your facilities. The system is equipped with two solution outlets for dual wand capability, three speed settings and a 100 gallon recovery tank for uninterrupted cleaning.



Using a truck mount carpet cleaning system is the best way to accomplish a deep carpet clean as well as reduce time spent on the job. This offers immense labor saving benefits which we are able to pass along to our customers. Additionally, we have invested in a large variety of attachments such as upholstery tools for upholstery cleaning, and power heads and rotary tools for carpet, which are also be used to further increase productivity and deliver enhanced results on certain carpet types and soil conditions. After carpet cleaning, AJI always applies carpet protectant at no additional cost. This protectant helps to prevent future staining and prolongs the life of the carpet and the cleaning. Additional equipment outlined on the following page.



**Reflective
Safety Vests**



Wet Floor Signs
Model# FG611277YEL



**Unger Trash Grabber
NN140 Heavy Duty Nifty Nabber
51" Long Reaching Tool
Model U-NN140**



**ProTeam Backpack Vacuum
Super Coach Pro® 10
Model No.: 107303
Capacity: 10 qt.**



**Rubbermaid Cleaning
Cart with Zippered
Yellow Vinyl Bag
Model No.: 6173-88**



**Rubbermaid Brute Barrel
with Caddy Bag
Model No.: FG264200YEL**



**Checklist
Log Books**



**Rubbermaid Wavebrake
Yellow Dual Water
Side Press
Mop Bucket & Wringer
Model No.: 768000YW**



**Sanitaire® Bagless
HEPA Vacuum
Model No.: SC5845B**



**Tennant Wide Area
HEPA Vacuum
Model No.: V-WA-26**



**Tennant T2 Battery
Walk Behind Scrubber
Model No.: 9008842**



**Tennant EZ Scrubber
Ride-On Floor Scrubber
32" Cleaning Path**



**Rubbermaid Microfiber Flat
Mop Floor Finish System
Model No.: 5000050**

FLOOR SERVICES

Tile & Grout Cleaning

AJI's deep cleaning process uses hot water to pressure wash the tile and grout. This high pressure process removes the deep down dirt that lies in the pours of the tile and grout lines. Each time we clean the tile and grout, we apply tile and grout sealer at no additional cost. The sealer helps to prevent staining and prolong the life of the tile. Our cleaning techs are IICRC certified for tile and grout cleaning and we use top of the line equipment.



VCT Care: Strip and Wax

AJI has years of experience refinishing VCT floors. We have customized a process for our customers that keeps the floors protected and looking great. Over the years, AJI has designed a custom, privately-labeled brand of floor cleaners and protectants for use at our clients' facilities. These chemicals provide a safe, non-slip surface, while producing a super hi-gloss shine that ensures floors look like brand new. Our floor crews are highly trained and have years of experience.

The following is a list of the different floor services offered by AJI:

- Complete strip and re-wax
- Deep scrub maintenance
- Light scrub maintenance
- Hi-speed burnishing
- Spray buffing

Cutting Edge Technology

AJI is constantly seeing new, innovative ways to help deliver exceptional services to our customers. One example of this is our recent investment in the EBG-28 Floor Surface Preparation Machine from Square Scrub®.



The EBG-28 allows us to remove existing finishes on your flooring without the use of water, which allows us to protect your valuable electronic equipment and baseboards. Another benefit to this dry method is that it eliminates the need for use harsh chemicals to remove floor finishes, which is better for the environment and the health of your employees and visitors.

Additional specialized floor service equipment below:



**HydraMaster RX-20 Rotary
Carpet Extractor**
Model No.: OE-RX20-EA



**Hawk 15 inch 1500 RPM
Burnisher**
Model No.: HAW-F1500-15



**ProTeam ProGen 15 Upright
Vacuum - HEPA**
Model No.: OE-PROGEN15-EA



**Hydro-Force SX-12 Tile
Cleaning Tool**
Model No.: AW104



**Betco 27" Propane
High Speed Burnisher**
Model No.: E12314-00



**Dri-Eaz Sahara Pro X3
Commercial Turbo Dryer**
Model No.: F351



RFP # 2023-05

Professional Janitorial Services

LOCATION	Chevy Silverado 1500	Hydra Master Carpet Cleaning Van	Chevy Sonic	Tennant Floor Scrubber	Sanitare Commercial Hepa Vacuum	Sanitare Commercial Wide Track Hepa Vacuum	Pro Team Back Pack Vacuum	Mop & Bucket	Cart or Brute Barrel	High Speed Buffer
ORMOND BEACH MGMT, PARKS & FLOOR CREW	1	1	1	1						1
Casements					1		1	2	2	
Gymnastics Center						1	1	1	1	
PAL Office					1		1	1	1	
Ames Park/Legal/Conference					1		1	1	1	
Central Park I								1	1	
Central Park II								1	1	
Sanchez Park								1	1	
Airport Sports Softball Building					1		1	1	1	
City Hall					1	1	1	2	2	
S Ormond Neighborhood Ctr					1		1	2	2	
Water Plant, Jefferson St.					1		1	1	1	
Water Plant, Tomoka Ave.					1		1	1	1	
Fleet					1		1	2	1	
Bailey's Riverbridge					1		1	1	1	
Senior Ctr - Bldg A					1		1	1	1	
Senior Ctr - Bldg B					1		1	1	1	
Senior Ctr - Bldg D					1		1	1	1	
Shuffleboard Building							1	1	1	
Airport Tower					1		1	1	1	
Wastewater					1		1	1	1	
Cassen Park								1	1	
Nova Outside Restrooms								1	1	
Leisures Services Offices					1		1	1	1	
PAC - 2nd Floor					1		1	1	1	
PAC - Backstage, Etc.					1		1	1	1	
PAC - Bldg C Blue Room					1		1	1	1	
Fortunato Park							1	1	1	
Airport Sports Soccer Building					1		1	1	1	
Airport Sports Greg Smith Fieldhouse					1		1	1	1	
Baseball Building					1		1	1	1	
Osceola Elementary								1	1	
Nova Athletic Field Restrooms								1	1	
Public Works					1		1	2	2	
Police Department					1		1	2	2	
Riverbend Park								1	1	
Nova Gymnasium					1		1	2	1	
Andy Romano Beachfront Park							1	1	1	
Environmental Discovery Center					1		1	1	1	
Nova rec. Skate Park					1		1	1	1	
Airport Sports Pride Restrooms								1	1	
Airport Sports Pop Warner Restrooms								1	1	
TOTALS	1	1	1	1	27	2	31	48	46	1

**City of Ormond Beach
Request for Proposals (RFP)
Professional Cleaning Services
(RFP No. 2023-05)**

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.

American Janitorial, Inc. (AJI)

COMPANY NAME

AUTHORIZED SIGNATURE

Jason Lay

NAME

CEO

TITLE

1/10/2023

DATE

City of Ormond Beach
Request for Proposal
Professional Janitorial Services
(RFP No. 2023-05)

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.

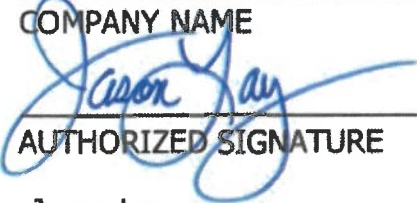
2.

☒ 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.

American Janitorial, Inc. (AJI)

COMPANY NAME


AUTHORIZED SIGNATURE

Jason Lay

SIGNER'S NAME (PRINT OR TYPE)

CEO

TITLE

1/10/2023

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposal
Professional Janitorial Services
(RFP No. 2023-05)

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.

American Janitorial, Inc. (AJI)

Company Name

Authorized Signature

Jason Lay, CEO

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: **PROFESSIONAL JANITORIAL SERVICES**

RFP NUMBER: **2023-05**

RFP OPENING DATE & TIME: **January 12, 2023 - 3:00 PM**

RFP OPENING LOCATION: **Training Room (Breezeway, City Hall) 22 S. Beach St.**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: American Janitorial, Inc. (AJI)

PROPOSER'S MAILING ADDRESS: PO Box 2534

CITY-STATE-ZIP: Umatilla, FL 32784

F.E.I.N.: 46-0557106

PHONE NUMBER: 352-551-7941

FAX NUMBER: 352-669-1408

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

Jason Lay
AUTHORIZED SIGNATURE (MANUAL)

Jason Lay
NAME (TYPED)

CEO
TITLE

1/10/2023
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 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)676-0311

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.

**CITY OF ORMOND BEACH
PROFESSIONAL JANITORIAL SERVICES
RFP 2023-05**

1 Purpose:

- 1.1 The City of Ormond Beach, Florida is seeking a professional company to provide janitorial services for various buildings and park facilities throughout the City.
- 1.2 To be considered, one (1) original, unbound copy and three (3) bound copies of the proposal must be received by the Purchasing Coordinator, City of Ormond Beach, 22 South Beach Street, Room 101, Ormond Beach, Florida, 32174, on or before 3:00 p.m. January 12, 2023. Responses shall be submitted in sealed envelopes and clearly identified as "Professional Janitorial Services" and reference RFP 2023-05 on the outside of the envelope. The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required.
- 1.3 The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the contractor 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 contractor selected. There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding contractors for any expenses incurred in preparing proposals in response to this request.

1.4
2 Examination of Site Contract Documents and Other Relevant Material:

- 2.1 The Contractor shall visit the facilities of this contract work and shall be familiar with conditions as they exist and the operations to be carried out under this contract. The contractor shall fully understand the facilities' difficulties and restrictions attending the execution of the work under this contract.
- 2.2 Contractor shall also be familiar with all of the Specifications included in this contract.
- 2.3 The failure or omission of the Contractor to receive or examine any instruction or document, or any part of these specifications or to be familiar with the sites and the existing conditions shall in no way relieve the Contractor from any obligation

with respect to this proposal, including that of furnishing all the material and labor necessary to perform work in accordance with these specifications.

- 2.4 By submitting a proposal, the contractor covenants and agrees that they have carefully examined the specifications and the sites and that from their own investigation they are satisfied as to the nature and location of the work, the general local conditions and all matters which may in any way affect the performance and that as a result of such examination, they fully understand the intent and purpose thereof and their obligations thereunder and that they will not make any claim for, or have any right to, damages resulting from any misunderstanding or misinterpretation of this contract because of any lack of information.

3 **Qualifications of Contractor:**

- 3.1 The City of Ormond Beach reserves the right to require any proposer to submit such evidence of qualifications as it may deem necessary and may consider evidence available concerning the financial and other qualifications and abilities of a contractor. The proposer should have commercial experience in providing professional janitorial services and must submit a list of references complete with contact names, addresses and telephone numbers. References must demonstrate the contractor's commercial experience with a minimum of five (5) years longevity. References should include clients, suppliers and financial institutions. Failure to provide any required information may result in the RFP being rejected as nonresponsive.

4 **Performance:**

- 4.1 The Proposer, upon the award of any contract, shall ensure that all items supplied and/or work to be performed will comply with all Federal, State, and local laws, rules, and regulations.

5 **Inspection:**

- 5.1 The City of Ormond Beach reserves the right to conduct any inspection, including site inspections, it deems necessary to assure items and services conform to all requirements and specifications, and the Contractor shall consent to the City's right of entry for the purpose of making such inspection.

6 **Scope of Work:**

- 6.1 Routine cleaning of all City facilities on a daily, weekly, monthly, quarterly, semiannually, or annual basis as specified. The contractor is expected to use their professional judgment to perform necessary cleaning which may not be specifically detailed or scheduled in these specifications, including but not limited to cleaning up spills, stains and other unforeseen occurrences. The City will not be charged

for cleaning not specifically outlined unless it exceeds the scope of work of these specifications and is agreed upon by the Contract Manager prior to the work being performed.

7 **Definition of Time Frames:**

D = Daily	Once a day Monday through Friday unless otherwise specified
W = Weekly	Must be completed by Friday of each week
M = Monthly	Must be completed by the last Friday of the month
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December, and March
S = Semiannually	Must be completed by the fifteenth (15) day of January and July
A = Annually	Must be completed by September fifteenth (15).

Cleaning hours are specified for each location; however, they are subject to change based on level of activity (i.e. the contractor may be allowed to perform janitorial services at times earlier or later than indicated with the approval of the Contract Manager).

8 **Schedule:**

- 8.1 Contractor must submit a schedule of the work to be performed during the following month to the Contract Manager on the last Friday of the current month (i.e. a schedule for the month of June must be submitted no later than the last Friday in May).
- 8.2 Contractor must submit a daily email to the Contract Manager listing completed tasks for previous day by facility.

9 **Unscheduled Services:**

- 9.1 Emergency: The Contractor must respond within four (4) hours to emergency calls placed by the Contract Manager.
- 9.2 Special Request: In the event the City requests janitorial services not specified herein, the contract rate most advantageous to the City (hourly, per square foot or a set fee as negotiated by the Contract Manager and the Contractor) will be applied to work as agreed upon by the Contract Manager.
- 9.3 Extraordinary Occurrences: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person due to any stoppage or delay in the work herein provided, where such stoppages or delays result from acts of God, fire, or any other cause not within the control of the City and/or the Contractor. Contractor recognizes the essential nature of the services to be performed herein and will use their best efforts to complete such work.

10 **Quality of Service:**

- 10.1 The direction and supervision of janitorial services shall be by competent and qualified personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City.
- 10.2 In the event the quality of work performed is not acceptable to the Contract Manager or the work is not performed when specified, the City will reduce the next payment using either the hourly rate, per square foot rate or a fixed fee of \$25 per occurrence, whichever is greater. Occurrence is defined as a task in each part of a facility such as dusting an office, vacuuming a hallway, cleaning a restroom, etc.

11 **Supervision:**

- 11.1 The contractor is responsible for all supervision required to perform work in accordance with these specifications.
- 11.2 The Contractor and their employees must comply with all City regulations.
- 11.3 All janitorial keys are issued to the Contractor and are the responsibility of the Contractor. The Contractor will be charged for the replacement cost of any lost key(s) and/or the cost of changing locks as a result of any lost key(s).

12 **Contact Person:**

- 12.1 The contractor shall provide the name and telephone number(s) of an English-speaking contact person in case of an emergency.
- 12.2 The contractor shall provide the name and telephone number of an English-speaking representative to meet periodically with City personnel.

13 **Safety Standards:**

- 13.1 The Contractor will be responsible for instructing their employees in all safety measures. The Contractor shall not permit the placing or using of janitorial materials and equipment in traffic lanes or other locations in such manner to create safety hazards and shall provide appropriate warning signs for areas closed for performing janitorial services.
- 13.2 All materials and supplies shall be in clearly marked containers indicating content and warning labels.

14 **Contractor's Employees:**

- 14.1 Contractor's employees must be bonded.
- 14.2 The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City's request and may include Social Security numbers, driver's license numbers, and addresses.
- 14.3 The City reserves the right to accept or reject any employee of the Contractor.
- 14.4 All personnel must be visible as Contractor's employee(s) by uniform and/or badge while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

15 **Supplies:**

- 15.1 The contractor will provide all cleaning supplies at the Contractor's expense to perform tasks in accordance with these specifications. The contractor must provide MSDS sheets to the Contract Manager for all chemicals used.
- 15.2 The Contractor will provide all supplies at the Contractor's expense to perform janitorial services in accordance with these specifications. Supplies shall include but are not limited to cleaning supplies, trash can liners, and paper products, such as toilet tissue, paper towels, and toilet seat covers. The quality of all supplies must be equal to or better than what the City is using at the commencement of the contract. All supplies are subject to approval by the Contract Manager.
- 15.3 The contractor is responsible for refilling all dispensers including but not limited to soap, toilet tissue, seat covers and paper towels.

16 **Storage:**

- 16.1 The Contractor is responsible for storing all equipment and supplies off site. The City will not provide any storage space.

17 **Equipment:**

- 17.1 The contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

18 **Moving Furniture and Equipment:**

- 18.1 The contractor shall move and return all furniture and equipment (i.e. desks, chairs, mats, tables, etc.) necessary to properly perform janitorial services.

19 **Damage:**

- 19.1 The contractor will be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this contract.
- 19.2 The contractor will be held responsible for any breakage and/or loss of equipment, supplies or articles on City property caused by negligence on the part of the contractor and/or their employees.
- 19.3 In the event damage occurs, the contractor must report the damage to the Contract Manager by 9:00 A.M. on the following business day and submit a written report within Twenty-four (24) hours describing the location of the damage, cause of damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

20 **City Equipment:**

- 20.1 The contractor and their employees are not allowed to use any City equipment to include but not limited to microwave ovens, copy machines, fax machines, computers, audio visual equipment, typewriters, etc.
- 20.2 The contractor and their employees are not allowed to use any City telephones, except in the case of an emergency, (emergency is defined as an urgent need for assistance).

21 **Securing Facilities:**

- 21.1 The contractor shall be responsible for keeping all buildings locked while he/she and their employees are on the premises. The contractor is also responsible for ensuring that no unauthorized personnel are permitted into any City facility while the Contractor is in the facility. The contractor shall be responsible for locking all doors and turning lights off when they leave the premises.
- 21.2 Should the Contractor find any facility unsecured upon arrival, they should notify the Contract Manager by 5:00 P.M. of the next business day.

22 **Dumpster:**

- 22.1 The Contractor will use the City's trash storage and removal services

22.2 All trash or loose debris at dumpster sites must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.

23 **Recyclable Materials:**

23.1 Contractor must keep recyclable materials separate from all other trash and place in appropriate recyclable materials container located at each facility.

24 **Outside Trash Receptacles and Ash Trays:**

24.1 Empty and clean trash receptacles and ashtrays. Reline trash receptacle as needed. Replace sand/ashtray filler as needed to maintain a presentable appearance.

25 **Subcontractors:**

25.1 The contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the contractor obtains prior written approval from the Contract Manager.

25.2 Approval by the City does not make the City a party of such subcontract, or subject the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the Contractor of their liability and obligation under this Contract; and despite any such subletting the City shall deal through the Contractor. Subcontractors will be dealt with as employees and representatives of the Contractor, and as such shall be subject to the same requirements as are other employees of the Contractor.

26 **Vacation:**

26.1 Contractor shall not be allowed vacation time as part of this contract.

27 **Number of Facilities:**

27.1 The City makes no guarantee as to the number of facilities that will be included in this contract at any time. The City reserves the right to add or remove facilities or seek new proposals as deemed to be in the City's best interest. In the event the City adds or deletes facilities or areas within a facility, the contract will be adjusted in accordance with bid prices most advantageous to the City. In the event the facility is not included as part of this bid the Contract Manager will negotiate the services to be performed and a price with the Contractor.

28 **Contract Period:**

- 28.1 Contract Duration - The initial term of the Contract shall be for one (1) year commencing on the date the Contract is fully executed by all parties.
- 28.2 Contract Renewal - The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal forty-five (45) calendar days prior to the Contract expiration date under paragraph 28.1., not to exceed four (4), additional one-year terms.

29 **Award:**

- 29.1 The City will award all buildings to a single Contractor and all the park facilities will be awarded to the same Contractor.
- 29.2 The City reserves the right to award any contract(s) to the proposer(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 proposers as deemed to be in the City's best interest.

30 **Annual Rate Adjustment:**

- 30.1 Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 – June 30 period. The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year. Increases will not be retroactive. It is the City's sole discretion whether to approve or disapprove any rate adjustment. The adjusted rate, if approved, shall take effect on October 1, of the year in which approved. If the parties cannot agree to an adjustment, either party may elect to terminate pursuant to the terms of the Agreement.

31 **Taxes:**

- 31.1 The Contractor is responsible for paying any and all taxes associated with this agreement.

32 **Cancellation of Contract:**

- 32.1 If the Proposer, upon the award of any contract, fails to perform the conditions of the contract, the City shall provide written notice of such violations. Payment may

be withheld for the affected facility. If the violations are not corrected to the Contract Manager's satisfaction or reoccur, the City may in its sole discretion immediately cancel the contract.

32.2 The City reserves the right to cancel the contract without cause with a forty-five (45) calendar day written notice.

32.3 Termination or cancellation of any contract will not relieve the Contractor from any obligation.

32.4 If contract is terminated for cause as outlined in 33.1, the vendor will be removed from the City's vendor list.

33 **Contractor Liability:**

33.1 The Contractor shall be responsible and liable for any and all equipment that is in the possession of the Contractor. The Contractor shall be responsible and liable for any and all losses or damages to City or any other agency's equipment regardless of the cause while such equipment is in the possession of the Contractor or its agents.

34 **Service Bond:**

34.1 The Contractor shall 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.

35 **Hold Harmless:**

35.1 Professional Services Contracts -The City, its agents, employees, and officials, both elected and appointed shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

35.2 The City, its agents, employees, and officials, both elected and appointed shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

36 **Payment on Behalf of City:**

36.1 The Contractor agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

36.2 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.

37 **Loss Control/Safety:**

37.1 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 effort to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

37.2 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 stoppage will not shift responsibility for any damages from the Contractor to the City.

38 **Evaluation Criteria:**

38.1 The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

- | | |
|---|--------|
| a. Contractor's price | 30pts. |
| b. Past experience and account retention | 30pts. |
| c. Contractor's stock of required equipment | 20pts. |
| d. Contractor's references | 20pts |

39 **Submission of Proposals**

The following material must be received no later than 3:00 p.m. on January 12, 2023 for a proposing company to be considered:

39.1 One (1) original, unbound copy and one electronic copy preferably on thumb drive but CD will be accepted:

- a. Signed Request for Proposal (page 1 of RFP document), **and** the signed RFP Response Form (with acknowledgement of addendum if issued).

- b. Title Page: Title page marked, "Proposal for Professional Janitorial Services," the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
- c. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the company believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the company who has been designated to submit the proposal on behalf of the company. (See section 2 of RFP)
- d. Profile of Proposer: State whether your firm is local, national or international in size. State the size of staff, and over-all experience of assigned staff for this project.
- e. Qualifications of Contractor: Describe the commercial experience in providing professional janitorial services. (See section 3 of RFP) Comment on other areas which make your firm different you're your competitors.
- f. References: List the name, address and telephone number of references from five (5) clients indicating the services provided, and longevity of contract. (See section 3 of RFP)
- g. Contractor's pricing: Completed Facilities Cost Sheet listing cost per each service including total bid.
- h. Listing of Contractor's stock of required equipment.
- i. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement. (Form provided in RFP documents)
- j. Completed Drug-Free workplace Certification. (Form provided in RFP)
- k. Copy of company's certificate of insurance and business registration.
- l. Completed Verification of Employment status using E-Verify System Form

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S 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"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with

any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or

death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease

\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability

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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposal

Professional Janitorial Services
(RFP No. 2023-05)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that is substantially in the form 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

12/15/2022

1/4/2023

1/6/2023

Addendum Number

1

2

3

Receipt of all of which is hereby acknowledged.

This Proposal 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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for himself any advantage over any other Proposer or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: American Janitorial, Inc. (AJI)

VENDOR/CONTRACTOR LICENSE NUMBER: 46-0557106 (FEIN)

ADDRESS: 87 North Central Ave, Umatilla, FL 32784 (Physical)

PO Box 2534, Umatilla, FL 32784 (Mailing)

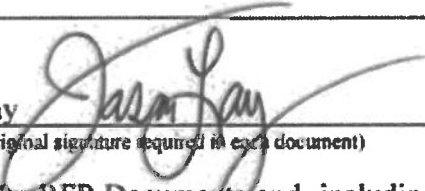
PHONE NO.: 352-551-7941

FAX NO.: 352-669-1408

PROPOSER'S NAME: Jason Lay

(Typed or Printed in Ink)

TITLE: CEO

AUTHORIZED SIGNATURE: I, Jason Lay 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
Request for Proposals (RFP)
Professional Cleaning Services
(RFP No. 2023-05)**

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.

American Janitorial, Inc. (AJI)

COMPANY NAME

AUTHORIZED SIGNATURE

Jason Lay

NAME

CEO

TITLE

1/10/2023

DATE

City of Ormond Beach
Request for Proposal
Professional Janitorial Services
(RFP No. 2023-05)

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.

American Janitorial, Inc. (AJI)

COMPANY NAME

AUTHORIZED SIGNATURE

Jason Lay

SIGNER'S NAME (PRINT OR TYPE)

CEO

TITLE

1/10/2023

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposal
Professional Janitorial Services
(RFP No. 2023-05)

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.

American Janitorial, Inc. (AJI)

Company Name

Authorized Signature

Jason Lay, CEO

Print Name



City of Ormond Beach

Janitorial Services-Facilities Cost Sheet

RFP 2023-05

LOCATION	ANNUAL	COST PER	COST PER
	COST	EACH	EACH
		EXTRA SERVICE	EMERGENCY
Casements	\$23,143.54	\$148.36	\$178.03
Gymnastics Center	\$13,292.47	\$63.91	\$76.69
PAL Office	\$2,804.95	\$17.98	\$21.58
Ames Park/Legal/Conference	\$6,472.34	\$41.49	\$49.79
Central Park I	\$4,346.80	\$11.94	\$14.33
Central Park II	\$4,242.12	\$11.65	\$13.99
Sanchez Park	\$1,824.36	\$11.69	\$14.03
Airport Sports Softball Building	\$7,830.88	\$21.51	\$25.82
City Hall	\$65,179.74	\$250.69	\$300.83
S Ormond Neighborhood Ctr	\$29,153.59	\$112.13	\$134.56
Water Plant, Jefferson St.	\$5,564.93	\$21.40	\$25.68
Water Plant, Tomoka Ave.	\$2,682.05	\$25.79	\$30.95
Fleet	\$7,339.09	\$35.28	\$42.34
Bailey's Riverbridge	\$3,380.71	\$21.67	\$26.01
Senior Ctr - Bldg A	\$7,655.03	\$29.44	\$35.33
Senior Ctr - Bldg B	\$16,462.77	\$63.32	\$75.98
Senior Ctr - Bldg D	\$6,164.48	\$23.71	\$28.45
Shuffleboard Building	\$2,365.38	\$22.74	\$27.29
Airport Tower	\$4,354.35	\$27.91	\$33.50
Wastewater	\$6,371.47	\$24.51	\$29.41
Wastewater office	\$3,093.89	\$21.32	\$25.58
Cassen Park	\$6,001.30	\$16.49	\$19.78
Nova Outside Restrooms	\$4,564.49	\$12.54	\$15.05
Leisures Services Offices	\$10,130.01	\$38.96	\$46.75
PAC - 2nd Floor	\$4,835.45	\$92.99	\$111.59
PAC - Backstage, Etc.	\$11,782.19	\$113.29	\$135.95
PAC - Bldg C Blue Room	\$5,718.12	\$54.98	\$65.98
Fortunato Park	\$6,354.60	\$17.46	\$20.95
Airport Sports Soccer Building	\$3,978.61	\$15.30	\$18.36
Airport Sports Greg Smith Fieldhouse	\$8,995.69	\$34.60	\$41.52
Baseball Building	\$4,243.89	\$16.32	\$19.59
Osceola Elementary	\$2,187.68	\$8.41	\$10.10
Nova Athletic Field Restrooms	\$2,405.25	\$15.42	\$18.50
Public Works	\$14,327.47	\$55.11	\$66.13
Police Department	\$45,440.09	\$145.64	\$174.77
Riverbend Park	\$1,384.22	\$8.87	\$10.65
Nova Gymnasium	\$36,882.10	\$141.85	\$170.23
Andy Romano Beachfront Park	\$18,281.07	\$50.22	\$60.27

Environmental Discovery Center	\$5,026.63	\$19.33	\$23.20
Nova rec. Skate Park	\$5,192.72	\$14.27	\$17.12
Airport Sports Pride Restrooms	\$2,507.55	\$16.07	\$19.29
Airport Sports Pop Warner restrooms	\$4,859.63	\$13.35	\$16.02
TOTAL BID (Include all labor, material, equipment, etc.)	\$428,823.70	\$1,909.91	\$2,291.97



**City of Ormond Beach
Janitorial Services
RFP 2023-05
SPECIFICATION SHEETS**

SUPPLIES

ITEM		SIZE
Multi Fold Paper Towels – 2TOWMFW White	4000/case	9.125" X 9.5"
Multi Fold Paper Towels - 2TOWMFN Natural	4000/case	9.125" X 9.5"
Toilet Tissue Heavenly Choice 2Ply	96 rolls/case	4.5" X 4"
2TP57371634		
Inopak Lotionized Pink Enrich Hand Soap with Aloe Vera - 2IP5011-420-02	4 gallons/case	
Fusion Metered Aerosols by Fresh	12 cans/case	6.25 oz
Duracell size D batteries	48/Case	D-Cell
Urinal Screens by Fresh - Odor Control	10 screens/box	45-60 Days
Neat Seats Disposable Toilet Seat Covers	5000/case	25 packs of 200
2SANI3325		
Toilet Tissue Gen. 202 2ply JRT	12/Case	
Trash Bags	250/Case	40X48
Trash Bags	250/Case	24X32
Foaming Soap/Autofoam	8/Case	1100 ml

NOTE: Quantities of the above supplies will vary and there is no historical data available. Bidders should use their best estimate of each of the supplies and provide their cost in the appropriate spaces on the Bid Reply form.



City of Ormond Beach Janitorial Services RFP 2023-05

LOCATION				
	<u>TOILETS</u>	<u>SINKS</u>	<u>URINALS</u>	<u>SHOWERS</u>
Casements	9	12	3	0
Gymnastics Center	2	2	0	0
PAL Office	1	2	0	0
Ames Park/Legal/Conference	5	6	0	0
Central Park I	2	2	1	0
Central Park II	2	2	1	0
Sanchez Park	6	2	2	0
Airport Sports Softball Building	5	4	2	0
City Hall	14	15	5	0
S Ormond Neighborhood Ctr	10	12	5	0
Water Plant, Jefferson St	2	2	0	1
Water Plant, Tomoka Ave	3	3	1	2
Fleet	5	3	2	2
Bailey's Riverbridge	2	3	1	0
Senior Ctr - Bldg A	2	3	1	0
Senior Ctr - Bldg B	4	5	2	0
Senior Ctr - Bldg D	2	4	1	0
Shuffleboard Building	2	2	0	0
Airport Tower	1	3	0	0
Wastewater	4	6	1	0
Wastewater Treatment Plant Maint. Office.	2	2	2	1
Cassen Park	3	2	1	0
Nova Outside Restrooms	5	6	2	0
Leisures Services Offices	3	2	1	0
PAC - 2nd Floor	2	2	0	2
PAC - Backstage, Etc.	7	6	2	1
PAC - Bldg C Blue Room	3	2	1	0
Fortunato Park	3	4	1	0
Airport Sports Soccer Building	9	12	4	1
Airport Sports Greg Smith Field House	7	6	1	0
Airport Sports Baseball Building	8	6	4	0
Osceola Elementary	3	2	1	0
Nova Athletic Field Restrooms	5	7	2	0
Public Works	12	7	4	3
Police Department	10	12	4	2
Riverbend Park	2	2	1	0
Nova Gymnasium	6	11	2	0
Andy Romano Beachfront Park	8	8	1	7 (outside)
Environmental Discovery Center	3	4	0	0

Nova rec. Skate Park	1	1	0	0
Airport Sports Pride Restrooms	2	2	0	0
Airport Sports Rick Boehm Fields Softball Restrooms	4	4	1	0
Airport Sports Pop Warner Restrooms	3	4	1	0



City of Ormond Beach
Janitorial Services
RFP 2023-05
CASEMENTS
25 RIVERSIDE DRIVE

D = Daily
W = Weekly
M = Monthly
Q = Quarterly
S = Semiannually
I = Inspection

Once a day Monday through Friday unless otherwise specified.
Must be completed by Friday of each week.
Must be completed by the last Friday of the month.
Must be completed by the fifteenth (15) day of June, September, December and March.
Must be completed by the fifteenth (15) day of January and July.
Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 9,069 sq. ft.
Wood Floor 3,883 sq. ft.
Tile Floor 1,262 sq. ft.
Carpet Floor 3,910 sq. ft.

Cleaning hours between **12:00 A.M. and 6:00 A.M.**
Days of service: **3 days – Sunday – Tuesday – Thursday**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.		X				
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean and disinfect telephone. Clean desk top by special request only.	X					
53	Floors	Ceramic Tile - Sweep and mop use - solution of Tide with bleach and water.	X					
11		Ceramic Tile - Sweep, mop, wax and buff tile floors with non-slip wax.			X			
48		Wood - Sweep and damp mop.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.				X		
14		Cement - Sweep and clean walkways and stair wells.		X				
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.				X		
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.	X					
31		Elevator - Clean inside and outside elevator doors, frame and floor and polish all chrome.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed. DO NOT TOUCH PICTURES OR PLAQUES		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.		X				
49	Classrooms	Wash Chalk Boards, table tops, chairs and sink.	X					
50	Dance Room	Clean ballet handrails.		X				
30	Display Cases	Clean glass to remove dust, dirt, fingerprints and smudges.		X				
51	Rockefeller Room	DO NOT ENTER (Located on the Second Floor)						
12	Stage	Vacuum Carpet, dust ledges and steps.		X				

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____

City of Ormond Beach
Janitorial Services
RFP 2023-05
GYMNASICS CENTER
440 N. NOVA ROAD

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	7,712 sq. ft.	Cleaning hours between 10:00 P.M. and 10:30 A.M.
Carpet Floor	7,712 sq. ft.	Days of service: 4 days: Mon – Tues – Thurs - Fri
		Contact Contract Manager: 386-212-8685

TASK No.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
12	Floors	Carpet - Vacuum carpeting, rugs and other floor coverings (lift under edges).	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
25		Clean and sanitize all drinking fountains.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
33		Clean and disinfect telephone.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		X				

TASK No.	ROOM	TASK	D	W	M	Q	S	I
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.			X			
37		Clean blinds to remove all dust and dirt.				X		
67		Clean large garage door inside.				X		
57		Wipe down mats (special cleaner).		X				
58		Wipe down handrails.		X				

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
PAL OFFICE
194 Central Avenue

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 800 sq. ft.
Carpet Floor 800 sq. ft.

Cleaning hours between **8:00 A.M. and 5:00 P.M**
Days of service: **3 days: Monday – Wednesday - Friday**
Contact Contract Manager: **386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					
9	Floors	Pick up all trash and debris off floor.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.		X				
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle and ashtray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Clean and disinfect telephone.	X					
35		Recycled Materials - Empty containers and dispose of properly.		X				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.	X					
37		Clean blinds to remove all dust and dirt.				X		

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
AMES PARK – AMES HOUSE
LEGAL OFFICE & CONFERENCE ROOM
173 S. BEACH STREET

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory
Total 2,325 sq. ft. Cleaning hours between 6:00 A.M. and 6:00 P.M.
Carpet 2,059 sq. ft. **Days of Service: (3) days Monday – Wednesday - Friday**
Concrete Floor 266 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
2	Legal Office	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
16		Upholstered Furniture - Vacuum and dust all upholstered furniture.					X	
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
2	Ames Conference Room	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
12		Carpet - Vacuum carpeting, rugs and other floor coverings		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
8		Dust all furniture including but not limited to filing cabinets, tables and bookcases with polish cloth.		X				
16		Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
CENTRAL PARK 1
FLEMING AVENUE

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 6:00 P.M.

Total 192 sq. ft.
Concrete Floor 192 sq. ft.

Days Of Service: (7) (Twice Daily, Fri ,Sat, Sun. March 1st thru Oct 31st)
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



**City of Ormond Beach
Janitorial Services
RFP 2023-05
CENTRAL PARK 2
HAMMOCK LANE**

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 6:00 P.M.

Total 104 sq. ft. **Days of Service: (7) (Twice Daily, Fri ,Sat, Sun. March 1st thru Oct 31st)**

Concrete Floor 104 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



**City of Ormond Beach
Janitorial Services
RFP 2023-05
SANCHEZ PARK
SANCHEZ AVENUE**

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 6:00 P.M.
Days of Service: (3) Monday – Wednesday - Friday
Contact Contract Manager: 386-212-8685

Total 495 sq. ft.
Concrete Floor 495 sq. ft.

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
AIRPORT SPORTS COMPLEX
700 HULL ROAD
SOFTBALL BUILDING

D = Daily Once a day Monday through Friday unless otherwise specified.
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1st Floor 986 sq. ft. Cleaning hours between **6:00 A.M. and 9:00 A.M.**
2nd Floor 750 sq. ft. **SEASONAL - Approximately 275-300 days of service**
Cement Floor 986 sq. ft. Days of service: **(7) days per Week – Will vary depending on Season**
Total 1,736 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings on second floor.	X					

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
CITY HALL
FIRST AND SECOND FLOOR
22 S. BEACH STREET

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
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Total 24,326 sq. ft. Cleaning hours of service **5:00 P.M. to 7:00 a.m.**
Carpet Floor 18,890 sq. ft. Days of service - **5 days: Monday – Friday**
Tile Floor 3,140 sq. ft. **1st floor public restrooms twice daily Monday-Friday.**
Concrete 2,300 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.		3X				
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2X				
33		Clean and disinfect telephone.	X					
9	Floors	Pick up all trash and debris off floor.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
14		Cement - Sweep and clean walkways and stair wells.		X				
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.			X			
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
19		Corridor - Vacuum corridor.		X				
20		Corridor - Clean inside and outside all glass walls, doors, and windows. (1 st Floor)			X			
21		Corridor - Clean behind doors and door jams.		X				
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.		X				
27		Storage Areas - Keep storage areas neat.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.	X					
31		Elevator - Clean inside and outside elevator doors, frame and polish all chrome.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.				X		
38	Commission Chambers	Dust and vacuum carpeting, rugs and other floor coverings (before City Commission meetings, usually held on the first and third Tuesday of the month)		X				
8		Dust and treat with furniture polish complete dais to include top, front, sides and rear			X			
16		Upholstered furniture – Vacuum, dust and disinfect all upholstered furniture including audience seating.				X		
77	Exterior Windows	Clean exterior windows, removing all insects, handprints, debris, etc				X		

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
SOUTH ORMOND NEIGHBORHOOD CTR.
176 DIVISION STREET

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 16,244 sq. ft.
Cement 348 sq. ft.
Rubberized 662 sq. ft.

Cleaning hours between **11:00 P.M. - 9:00 A.M.**
Days of service : **5 days: Monday-Friday**
Additional Kitchen Cleaning (6) Times Yearly.
Outside restrooms (7) Days
Twice daily Fri. Sat. Sun.
Contact Contract Manager: 386-212-8685

Wood Floor 7,840 sq. ft.
Vinyl Floor 2,412 sq. ft.
Carpet 417 sq. ft.
Tile Floor 365 sq. ft.

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.			X			
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
44		Wood - Dust mop.	X					
71	Gymnasium	Dust mop wood floor with "treated dust mop", remove gum spots.	X					
76		Wood gym floor should be cleaned by a water cleaning machine to remove surface dirt and grit.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
39		Concrete (painted) - Sweep and mop.	X					
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.			X			

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.		X				
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.	X					
32		Ceilings - Clean air conditioning vents to remove dust and dirt build up.			X			
33		Clean and disinfect telephone.		X				
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.	X					
54	Gymnasium	Clean bleachers of debris top and underneath.			X			
55		Wipe down back boards.			X			
56	Weight Room	Wipe down exercise machines and padding	X					
46		Vacuum rubberized floor.	X					
34	Outdoor Restroom	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass						

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
WATER PLANT
ADMINISTRATION OPERATIONS
301 JEFFERSON STREET

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 1,216 sq. ft.
Vinyl Floor 264 sq. ft. Cleaning hours between 7:00 A.M. - 4:00 P.M.
Carpet 700 sq. ft. 5 Days of service – Monday-Friday
Ceramic 348 sq. ft. Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances, such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.		X				
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats. Exterior mats will be cleaned using best method and manner.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.				X		
22		Clean stairway to include the carpeting on the floors. Clean banisters to remove dirt.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle and ashtray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean ceilings to remove dust and dirt build up.				X		
33		Clean and disinfect telephone.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.			X			
37		Clean blinds to remove all dust and dirt.				X		

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
WATER PLANT
298 TOMOKA AVENUE

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 1,216 sq. ft.
Vinyl Floor 264 sq. ft. Cleaning hours between **7:00 A.M. - 4:00 P.M.**
Carpet 700 sq. ft. 2 Days of service – **Monday & Thursday**
Ceramic 348 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances, such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.		X				
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats. Exterior mats will be cleaned using best method and manner.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.				X		
22		Clean stairway to include the carpeting on the floors. Clean banisters to remove dirt.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle and ashtray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean ceilings to remove dust and dirt build up.				X		
33		Clean and disinfect telephone.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.			X			
37		Clean blinds to remove all dust and dirt.				X		

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
FLEET OPERATIONS
500 N. ORCHARD STREET

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 2,015 sq. ft. Cleaning hours between **7:00 PM - 6:00 A.M.**
Vinyl Floor 1,672 sq. ft. Days of service - 4 days: **Monday, Tuesday, Thursday, Friday**
Tile Floor 343 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, counters around and behind counter top appliances, such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean and disinfect telephone. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, strip, wax and buff floors with non-slip wax.				X		
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			

TASK No.	ROOM	TASK	D	W	M	Q	S	I
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, spot clean as needed.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.				X		
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.				X		
		Outside cleaning – windows.					X	
37		Clean blinds to remove all dust and dirt.			X			

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
BAILEY RIVERBRIDGE GARDENS
25 NORTH BEACH STREET

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 12:00 AM - 6:00 AM
This facility is used 7 days a week with heaviest usage on weekends.
Days of service - (3) days: **Tuesday – Thursday - Saturday**
Contact Contract Manager: **386-212-8685**

Total 1,284 sq. ft.
Wood Floor 612 sq. ft.
Vinyl Floor 672 sq. ft.

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.		X				
3		Clean stall walls	X					
4		Clean and disinfect floors.		X				
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.		X				
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
42	Floors	Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.					X	
44		Wood - Sweep and mop.	X					
45		Wood - Sweep, mop, strip, wax and buff floor with non-slip wax.					X	
9		Pick up all trash and debris off floor.	X					
15		Floor Mats - Thoroughly clean all inside and outside floor (entry) mats.		X				
16	General	Furniture - Vacuum and dust all furniture.			X			
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.			X			
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
27		Storage Areas - Keep storage areas neat.				X		
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs.		X				
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.				X		
33		Trash Cans/Waste Baskets - Empty and reline as needed.		X				
34		Wash inside and outside trash cans and wastebaskets.				X		
35		Recycled Materials - Empty containers and dispose of properly.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.		X				

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



**City of Ormond Beach
Janitorial Services
RFP 2023-05
BUILDING "A"
351 ANDREWS STREET**

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 2,973 sq. ft. Cleaning hours between **12:00 A.M. and 6:00 A.M.**
Carpet Floors 1,961 sq. ft. Days of service: **5 Days: - Tues – Wed-Thurs – Friday - Sun**
Vinyl Floor 920 sq. ft. **Contact Contract Manager: 386-212-8685**
Ceramic Floors 92 sq. ft.

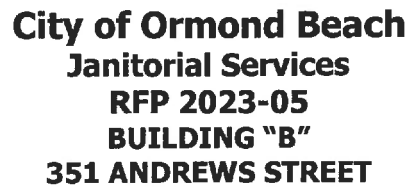
Task No.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies, including deodorizers. Clean and disinfect floors.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.	X					
3		Clean stall walls	X					
4		Ceramic floors should be mopped and spot cleaned using germicidal solution.	X					
9	Floors	Pick up all trash and debris off floors.	X					
11		Ceramic Tile - Sweep, mop, wax and buff tile floors with non-slip wax.				X		
42		Vinyl - Sweep, mop, strip, wax and buff vinyl floor with non-slip wax.				X		
45		Wood - Sweep, mop, strip, wax and buff wood floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Clean all carpet areas using scrub and extraction method. Spots to be cleaned daily.			X			
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		X				
43		Vinyl - Sweep and mop.	X					
10		Ceramic Tile - Sweep and mop.	X					
14		Cement - Sweep and clean walkways.	X					
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.	X					

Task No.	ROOM	TASK	D	W	M	Q	S	I
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.			X			
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside Ash Trays - Empty and clean ashtray. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.		X				
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
37		Clean blinds to remove all dust and dirt.		X				
59		All tables and chairs are to be arranged for daily uses as directed.	X					

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



Total	6,915 sq. ft.	Cleaning hours between 12:00 PM and 6:00 AM.
Carpet Floors	1,735 sq. ft.	Days of service: 5 Days: - Tues – Wed-Thurs – Friday- Sun
Vinyl Floor	360 sq. ft.	Contact Contract Manager: 386-212-8685
Ceramic Floors	4,420 sq. ft.	

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies, including deodorizers. Clean and disinfect floors.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean and disinfect telephone. Clean desk top by special request only.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.	X					
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.	X					
35		Recycled Materials - Empty containers and dispose of properly.		X				
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.		X				
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.		X				
33		Empty and clean (trash) waste baskets; reline waste basket as needed.	X					
48	Ballroom Area	Dust mop wood floor and stage area as required. <u>Revision:</u> Damp mop as required. Use only a damp mop. All excess water must be wrung out of mop. Never wax the floor or use cleaners. Manufacturer's specifications.	X					
17		Lighting Fixtures - clean all lighting fixtures to remove dust and dirt.			X			
42	Kitchen Area	Sweep and damp mop vinyl floor.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
9	Floors	Pick up all trash and debris off floors.	X					
11		Ceramic Tile - Sweep, mop, wax and buff tile floors with non-slip wax.				X		
43		Vinyl - Sweep, mop, strip, wax and buff vinyl floor with non-slip wax.				X		
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method. Spot clean daily.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.		X				
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.		X				
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
27		Storage Areas - Keep storage areas neat.	X					
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
34		Wash inside and outside trash cans and wastebaskets.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.		X				
61		Polish piano/organ with appropriate cleaner.		X				

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



**City of Ormond Beach
Janitorial Services
RFP 2023-05
SENIOR CENTER
BUILDING "D"
359 ANDREWS STREET**

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 1,720 sq. ft. Cleaning hours between **12:00 A.M. and 6:00 A.M.**
Tile Floors 96 sq. ft. Days of service : **5 Days: - Tues – Wed-Thurs – Friday- Sun**
Vinyl Floor 1,624 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies, including deodorizers. Clean and disinfect floors.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
42	Floors	Vinyl - Sweep and mop.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
36		Windows - dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks. Clean blinds to remove all dust and dirt.		X				
9	Floors	Pick up all trash and debris off floors.	X					
42	Floors	Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff vinyl floor with non-slip wax.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.		X				
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
35		Recycled Materials - Empty containers and dispose of properly.		X				

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
ANNEX
SHUFFLEBOARD OFFICE
725 Hull Road

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory
Total 1,296 sq. ft. Cleaning hours between 12:00 AM and 6:00 AM
Vinyl Floor 1,088 sq. ft. **Days of Service: (2) days Monday and Friday**
Concrete Floor 208 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.			X			
3		Clean stall walls	X					
4		Clean and disinfect floors.			X			
9	Floors	Pick up all trash and debris off floor.	X					
42		Vinyl - Sweep and wet mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
14		Cement - Sweep and clean walkways.	X					
17	General	Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.				X		
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.		X				
25		Clean and sanitize all drinking fountains and ashtrays.	X					
27		Storage Areas - Keep storage areas neat.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.				X		
35		Recycled Materials - Empty containers and dispose of properly.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.		X				

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



**City of Ormond Beach
Janitorial Services
RFP 2023-05
ANNEX
AIRPORT TOWER
725 Hull Road**

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory
Total 960 sq. ft. Cleaning hours between **7:00 AM AND 6:00 PM**
Carpet Floor 790 sq. ft. Days of Service: **3 Days Monday, Wednesday, Friday**
VCT Tile 170 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.			X			
3		Clean stall walls	X					
4		Clean and disinfect floors.			X			
9	Floors	Pick up all trash and debris off floor.	X					
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
14		Cement - Sweep and clean walkways and stair wells. (outside bathrooms)	X					
17	General	Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.				X		
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
27		Storage Areas - Keep storage areas neat.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.				X		
33		Clean and disinfect telephone.	X					
35		Recycled Materials - Empty containers and dispose of properly.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.	X					
37		Clean blinds to remove all dust and dirt.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
WASTEWATER OFFICE
550 N. ORCHARD STREET

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

2 x = Two times

Total 1,894 sq. ft. Cleaning hours between **6:00 A.M. and 4:00 P.M.**
Carpet Floor 1,171 sq. ft. Days of service: **5 days – Monday-Friday**
Vinyl Floor 723 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.				X		
3		Clean stall walls	X					
4		Clean and disinfect floors.			X			
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.			X			
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean and disinfect telephone. Clean desk top by special request only.	X					
42	Floors	Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floors with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.					X	
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.			X			
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
68		Sweep corridor.	X					
20		Corridor - Clean inside and outside all glass walls, doors, and windows.		X				
21		Corridor - Clean behind doors and door jams.		X				
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.				X		
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
35		Recycled Materials - Empty containers and dispose of properly.	X					
37		Clean blinds to remove all dust and dirt.		X				

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



City of Ormond Beach

Janitorial Services

RFP 2023-05

CASSEN PARK

1 S. BEACH STREET

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
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Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 198 sq. ft. Cleaning hours between 6:00 A.M. and 6:00 P.M.
Days of Service: (7)
(Twice Daily, Fri, Sat, Sun. March 1st thru Oct 31st)
Carpet Floor 198 sq. ft. Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
WASTE WATER TREATMENT PLANT
MAINTENANCE OFFICE
550 N. ORCHARD STREET

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 1,216 sq. ft.
Vinyl Floor 264 sq. ft. Cleaning hours between 7:00 A.M. - 4:00 P.M.
Carpet 700 sq. ft. 2 Days of service – **Monday & Thursday**
Ceramic 348 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances, such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.		X				
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats. Exterior mats will be cleaned using best method and manner.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
9		Pick up all trash and debris off floor.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.				X		
22		Clean stairway to include the carpeting on the floors. Clean banisters to remove dirt.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle and ashtray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean ceilings to remove dust and dirt build up.				X		
33		Clean and disinfect telephone.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.			X			
37		Clean blinds to remove all dust and dirt.				X		

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



**City of Ormond Beach
Janitorial Services
Bid 2023-05
NOVA OUTSIDE RESTROOM
440 N. NOVA ROAD**

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 375 sq. ft. Cleaning hours between 11:00 P.M. and 8:30 A.M.
Days of service – (7) Days
(Twice Daily, Fri, Sat, Sun. March 1st thru Oct 31st)
Vinyl Floor 375 sq. ft. Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
LEISURE SERVICES OFFICE
399 U.S. 1

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	2,457 sq. ft.	Days of service : (5) Monday-Friday 12:00 am – 6:00 am
Carpet Floors	2,376 sq. ft.	Contact Contract Manager: 386-212-8685
Tile Floor	81 sq. ft.	

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies, including deodorizers. Clean and disinfect floors.	X					
30	Lobby Area	Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
33		Empty and clean (trash) waste baskets; reline waste basket as needed.	X					
59		All tables and chairs are to be arranged for daily uses as directed.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean floor appropriately according to the type of flooring. Clean desk top by special request only.	X					
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, strip, wax and buff floors with non-slip wax.				X		
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum carpeting, rugs and other floor coverings. Clean all carpet areas using scrub and extraction method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.	X					
31		Elevator - Clean inside and outside elevator doors, frame and floor and polish all chrome.	X					
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.			X			
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside Ash Trays - Empty and clean ashtray. Replace sand or ashtray filter as needed to maintain a presentable appearance.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.	X					
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, spot clean as needed.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.			X			
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.	X					
9	Floors	Pick up all trash and debris off floors.	X					
45		Wood - Sweep, mop, strip, wax and buff wood floor with non-slip wax.	X					
36	General	Windows - dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks. Clean blinds to remove all dust and dirt.	X					
47		Steam clean all upholstered furniture.				X		
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.				X		
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
SECOND FLOOR REHEARSAL ROOM,
DRESSING ROOM AND RESTROOM
399 U.S. 1

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
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S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 2,680 sq. ft. Cleaning hours between **12:00 am and 6:00 am**
Carpet Floor 40 sq. ft. Days of service: **1 day - Monday**
Vinyl Floor 800 sq. ft. **Contact Contract Manager: 386-212-8685**
Tile Floor 40 sq. ft.
Wood Floor 1,800 sq. ft.

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
9	Floors	Pick up all trash and debris off floor.	X					
10		Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, strip, wax and buff floors with non-slip wax.				X		
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.				X		
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.	X					
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, etc. and kick boards, spot clean as needed.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.	X					
37		Clean blinds to remove all dust and dirt.	X					

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
BACKSTAGE AND LOBBY RESTROOMS,
ATRIUM AREA AND FRONT STAGE
399 U.S. 1

D = Daily Once a day Monday through Friday unless otherwise specified.
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Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 5,750 sq. ft. Cleaning hours between **12:00 am and 6:00 am**
Carpet Floor 4,900 sq. ft. Days of service: **2 days – Monday and Saturday**
Vinyl Floor 50 sq. ft. **Contact Contract Manager: 386-212-8685**
Tile Floor 800 sq. ft.

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
9	Floors	Pick up all trash and debris off floor.	X					
10		Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, strip, wax and buff floors with non-slip wax.				X		
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.				X		
14		Cement - Sweep and clean walkways and stair wells.	X					
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.				X		
17		Lighting Fixtures - Clean track lighting fixtures to remove dust and dirt.				X		
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle and ashtray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Clean and sanitize all drinking fountains and ashtrays.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, etc. and kick boards, spot clean as needed.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.	X					
37		Clean blinds to remove all dust and dirt.	X					

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



**City of Ormond Beach
Janitorial Services
RFP 2023-05
BLUE ROOM - STUDIO
BUILDING "C"
399 NORTH US #1**

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	3,422 sq. ft.	Cleaning hours between 12:00 A.M. and 6:00 A.M.
Carpet Floor	352 sq. ft.	Days of service: 2 days: Sunday and Friday
Vinyl Floor	580 sq. ft.	Contact Contract Manager: 386-212-8685
Wood Floor	2,490 sq. ft.	

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies, including deodorizers. Clean and disinfect floors. Wax with non-slip wax.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed.						
3		Clean stall walls	X					
4		Clean and disinfect floors.	X					
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.	X					
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.	X					
42		Vinyl floors shall be mopped and spot cleaned with all catering debris removed.	X					
12	Assembly Room	Vacuum all rug areas including front and back stairways and wood dance floor.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
59		All tables and chairs are to be arranged for daily uses as directed.		X				
61		Polish piano/organ with appropriate cleaner.		X				
62		Clean green board.	X					
9	Floors	Pick up all trash and debris off floors.	X					
43		Vinyl - Sweep, mop, strip, wax and buff vinyl floor with non-slip wax.				X		
45		Wood - Sweep, mop, strip, wax and buff wood floor with non-slip wax.			X			
48		Wood - Sweep & mop as per manufacturer's specs.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
22		Clean stairway to include the carpeting on the floors and walls. Clean banisters to remove dirt and wax build up.		X				
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside Ash Trays - Empty and clean ashtray. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Clean all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm poll stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc. and spot clean as needed.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
31		Elevator - Clean inside and outside elevator doors, frame and polish all chrome.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Trash Cans/Waste Baskets - Empty and reline as needed.	X					
34		Wash inside and outside trash cans and wastebaskets.			X			
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.		X				
35		Recycled Materials - Empty containers and dispose of properly.	X					

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



**City of Ormond Beach
Janitorial Services
RFP 2023-05
FORTUNATO PARK
1 JOHN ANDERSON**

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 6:00 P.M.
Days of Service: (7) (Twice Daily, Fri, Sat, Sun. March 1st thru Oct 31st)
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.				X		
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
AIRPORT SPORTS COMPLEX
SOCCER BUILDING & FIELD # 7
Restroom
700 HULL ROAD

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 748 sq. ft. Cleaning hours between 6:00 A.M. and 9:00 A.M.
Cement Floor 270 sq. ft. **Days of service - Seasonal: Approximately 235-250 days of Service**
Tile Floor 478 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.				X		

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



**City of Ormond Beach
Janitorial Services
RFP 2023-05
AIRPORT SPORTS COMPLEX
GREG SMITH FIELD HOUSE
700 HULL ROAD**

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 4,100 sq. ft Cleaning hours between 6:00 A.M. and 9:00 A.M.
Days of service - Seasonal: Approximately 235-250 days of Service
Kinetex Carpet Floor 4,100 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.				X		
12		Carpet - Vacuum and clean all carpeting, rugs and other floor coverings.	X					

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



**City of Ormond Beach
Janitorial Services
RFP 2023-05
AIRPORT SPORTS COMPLEX
700 HULL ROAD
Baseball Building**

D = Daily
W = Weekly
M = Monthly
Q = Quarterly
S = Semiannually
I = Inspection

Once a day Monday through Friday unless otherwise specified.
Must be completed by Friday of each week.
Must be completed by the last Friday of the month.
Must be completed by the fifteenth (15) day of June, September, December and March.
Must be completed by the fifteenth (15) day of January and July.
Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Tile Floor 267 sq. ft. Cleaning hours between 6:00 A.M. and 9:00 A.M.
Cement Floor 704 sq. ft. SEASONAL - Approximately 235-250 days of service
Total 971 sq. ft. Days of service - Will vary depending on season
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.	X					
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.	X					

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



**City of Ormond Beach
Janitorial Services
RFP 2023-05
OSCEOLA ELEMENTARY
SCHOOL PLAYGROUND
100 OSCEOLA AVENUE**

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 6:00 P.M.
Days of service - 5 days - Monday through Friday (During School Year)
2 days – Tuesday and Friday (Summertime)
Contact Contract Manager: 386-212-8685

Total 108 sq. ft.
Cement Floor 108 sq. ft.

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.	X					
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.	X					

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
ATHLETIC FIELD RESTROOMS
Field # 1 Restroom and
Restroom between Field # 3 and #4
440 N. NOVA ROAD

D = Daily Once a day Monday through Friday unless otherwise specified.
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S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Cleaning hours between 6:00 A.M. and 9:00 A.M.
SEASONAL - Approximately 180 days of service
Days of Service: (3) days Monday – Wednesday - Friday
Contact Contract Manager: 386-212-8685

Total 464 sq. ft.
Tile Floor 464 sq. ft.

TASK NO	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floor.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
PUBLIC WORKS
501 N. ORCHARD STREET

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 5,120 sq. ft. Cleaning hours between 5:00 P.M. and 6:30 A.M.
Carpet 120 sq. ft. **Days of Service: (5) days - Monday- Friday**
Tile Floor 1,250 sq. ft. **Contact Contract Manager: 386-212-8685**
Vinyl Floor 3,750 sq. ft.

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.			X			
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances, such as a microwave oven. Replenish supplies such as soap and paper towels.		X				
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.			X			
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
10	Floors	Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.					X	
42		Vinyl - Sweep and mop.	X					
43		Vinyl - Sweep, mop, strip, wax and buff floor with non-slip wax.					X	
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method.					X	
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.				X		
9		Pick up all trash and debris off floors.	X					
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
TASK NO.	ROOM	TASK	D	W	M	Q	S	I

17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.				X		
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.		X				
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.		X				
25		Clean and sanitize all drinking fountains.	X					
26		Hallways and Entryways - Clean walls, doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.		X				
27		Storage Areas - Keep storage areas neat.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Clean and disinfect telephone.	X					
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.				X		
2	Facilities Maint. Office	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
42		Vinyl – Sweep and Mop	X					
2	Streets/ Signs Offices	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
42		Vinyl – Sweep and Mop	X					
2	Wastewater Office	Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
42		Vinyl – Sweep and Mop	X					

Inspection Comments: _____

 Inspection Date

 Facility Manager's Signature



City of Ormond Beach
Janitorial Services
RFP 2023-05
POLICE DEPARTMENT
170 W. GRANADA BLVD.

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory
Total 17,426 sq. ft. Cleaning hours between **6:00 P.M. and 7:00 A.M.**
Concrete Floor 2,280 sq. ft. Days of service: **6 days: Mon – Tues –Wed- Thurs – Fri - Sun**
Vinyl Floor 5,864 sq. ft.
Carpet Floor 6,968 sq. ft. **Contact Contract Manager: 386-212-8685**
Ceramic Tile Floor 1,786 sq. ft.
Rubber Tile 528 sq. ft.

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
43	All Vinyl Floors in Bldg	Vinyl – Sweep, mop, strip, wax and buff floor with non-slip wax.				X		
12	Lobby 101	Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
10		Ceramic Tile - Sweep and mop.		3X				
4		Clean and disinfect floors.			X			
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		3X				
33		Clean and disinfect telephone.	X					
12	Victim Waiting Room 104	Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.			X			
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
33		Clean and disinfect telephone.		X				
1	Restrooms 102, 103, 114, 126, 131, 142, 160, 162, 175, Jail	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					

12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
TASK NO.	ROOM	TASK	D	W	M	Q	S	I
10		Ceramic Tile - Sweep and mop.	X					
4		Clean and disinfect floors.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
5		Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
	NID 128, 129, 130, 133 (break room)	Spray dust surfaces as requested by on duty staff		2x				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.			X			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
37		Clean blinds to remove all dust and dirt.			2x			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
33		Clean and disinfect telephone.		X				
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
5		Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
8	Records 105,106,107, 108, 109	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
33		Clean and disinfect telephone.		X				
12	Conference Room 117	Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
33		Clean and disinfect telephone.	X					
8	Admin. Offices w/windows 111, 112, 113, 119, 120	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
37		Clean blinds to remove all dust and dirt.			2x			
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		2x				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		2x				
33		Clean and disinfect telephone.		X				
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
8	Admin. Offices 123, 124, 125	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
33		Clean and disinfect telephone.		X				
8	Admin. Common Areas 110, 115, 116, 118, 121, 122	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
10		Ceramic Tile - Sweep and mop.		2x				
4		Clean and disinfect floors.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
		Empty Shredder	X					
8	W. Corridor Offices 137, 139, 143, 144, 146, 147, 150, 151, 152	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and				X		

		extraction method or other appropriate method.						
TASK NO.	ROOM	TASK	D	W	M	Q	S	I
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
37		Clean blinds to remove all dust and dirt.		2x				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		2x				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		2x				
33		Clean and disinfect telephone.		X				
8	S. Corridor Offices 158, 168, 169, 170, 171, 172, 174, 176,187	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
37		Clean blinds to remove all dust and dirt.		2x				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		2x				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		2x				
33		Clean and disinfect telephone.		X				
12	135 - Training Room	Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
5		Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.		2x				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		2x				
33		Clean and disinfect telephone.		X				
12	Break Rooms 133, 145, 145A	Carpet - Vacuum carpeting, rugs and other floor coverings.		3x				
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
5		Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.		3x				
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2x				
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		2x				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		2x				
33		Clean and disinfect telephone.		X				
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
12	164 - Weight Room	Carpet - Vacuum carpeting, rugs and other floor coverings.		3x				
56		Wipe down exercise machines and padding		3x				
57		Wipe down mats (special cleaner).		X				
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.		3x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
12	154, 156 – Pre-briefing & Briefing Room	Carpet - Vacuum carpeting, rugs and other floor coverings.		3x				
4		Clean and disinfect floors.			X			
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
8		Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		3x				
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.		3x				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.		3x				
33		Clean and disinfect telephone.		X				
1	178, 179, 181, 182, 183, 184, 185 - Jail Cells	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, benches, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.		3x				
12		Carpet - Vacuum carpeting, rugs and other floor coverings.		3x				
10		Ceramic Tile - Sweep and mop.		3x				
4		Clean and disinfect floors.		3x				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
		Clean & Sanitize bench areas in jails	3x					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	3x					

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	160, 161, 162, 163 - Locker Rooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, benches, lockers, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
10		Ceramic Tile - Sweep and mop.		X				
4		Clean and disinfect floors.		X				
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.				X		
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.	X					
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.		X				
3		Clean stall walls		X				
14	Miscellaneous	Cement - Sweep and clean walkways and stair wells.	X					
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.28		X				
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
37		Clean blinds to remove all dust and dirt.			2x			
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.	X					
16		Upholstered Furniture - Vacuum and dust all upholstered furniture.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.		X				
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
2	204 Firing Range	This is a restricted area. Must ask on duty supervisor for access Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.senior		2x				
14		Cement – Sweep		2x				
12	167 Storage/Shredder Room	This is a restricted area. Must ask on duty supervisor for access Carpet - Vacuum carpeting, rugs and other floor coverings.		2x				

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



**City of Ormond Beach
Janitorial Services
RFP 2023-05
RIVERBEND PARK
775 AIRPORT ROAD**

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	125 sq. ft.	Cleaning hours between 6:00 A.M. and 6:00 P.M.
Concrete Floor	125 sq. ft.	Days of Service: (3) Days Mon – Wed - Fri
		Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.			X			
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.			X			
32		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
63		Grills - Clean unit of all debris.	X					

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach

Janitorial Services

RFP 2023-05

NOVA GYMNASIUM

440 N. NOVA ROAD

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory
Total 17,156 sq. ft. Cleaning hours will be variable depending on activity schedule, otherwise between **11:00 P.M. and 8:30 A.M.**
Wood Floor 13,600 sq. ft. Days of service -5 days : Sun – Mon – Tues – Thurs - Fri
Vinyl Floor 3,556 sq. ft.
Vinyl Floor 3,556 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
34	Outdoor Restroom	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4	Floors	Clean and disinfect floors.	X					
42		Vinyl - Dust mop and wet mop.	X					
43		Vinyl - Dust mop, wet mop, strip, wax and buff floor with non-slip wax.				X		
15		Floor Mats - Thoroughly clean and shake and vacuum all inside and outside floor (entry) mats. Exterior mats will be cleaned using best method and manner.	X					
9		Pick up all trash and debris off floor.	X					
18	General	Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
25		Clean and sanitize all drinking fountains.	X					
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks. Including privacy glass.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
33		Clean and disinfect telephone.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
67		Dust inside large garage door.					X	

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
58		Wipe down handrails.		X				
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt except in the gymnasium (basketball courts).				X		
35		Recycled Materials - Empty containers and dispose of properly.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
73		Vinyl upholstery - damp wipe as needed and clean under cushions.		X				
69	Activity Room	Dust mop wood floor and remove gum spots.	X					
70	Activity Room	Damp mop and spot treat as needed.	X					
71	Gymnasium	Dust mop wood floor with "treated dust mop", remove gum spots, and remove debris behind red mats.	X					
74	Trophy Case	Clean outside glass to remove finger prints, smudges, and streaks.		X				
76		Wood gym floor should be cleaned by a water cleaning machine to remove surface dirt and grit.				X		
54	Gymnasium	Clean bleachers of debris and wipe top and underneath.		3 X				

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
Andy Romano Beachfront Park
839 S. Atlantic Avenue

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 827 sq. ft. Cleaning hours between: 6:00 A.M. and 6:00 P.M.
Ceramic Tile Floor 827 sq. ft. **Days of Service: (7) Days (Twice per Day March 1st thru Oct 31)**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
34	Outdoor Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
2	Outdoor Trash Cans	Empty, clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is in the container.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is in the container.	X					
4		Clean and disinfect floors.	X					
9		Pick up all trash and debris off floor.	X					
10		Ceramic Tile - Sweep and mop.	X					
11		Ceramic Tile - Sweep, mop, strip, wax and buff floors with non-slip wax.			X			
17		Lighting Fixtures - Clean lighting fixtures to remove dust and dirt.			X			
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
27		Storage Areas -- Keep storage areas neat.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.	X					
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.		X				
1		Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
ENVIRONMENTAL DISCOVERY CENTER
601 DIVISION AVE.

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 1,629 sq. ft. Cleaning hours of service **5:00 P.M. to 7:00 a.m.**
Vinyl 1,485 sq. ft. Days of service - **5 days: Monday-Friday**
Tile Floor 144 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.		3X				
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2X				
33		Clean and disinfect telephone.	X					
9	Floors	Pick up all trash and debris off floor.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
14		Cement - Sweep and clean walkways and stair wells.		X				
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.			X			
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
23		Dumpster - All trash or loose debris at dumpster must be properly containerized and the immediate (enclosed) area must be kept clean and clear of debris.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
26		Hallways and Entryways - Clean doors, floors, handrails and stairs. Clean around plants and other objects in the hallway.		X				
27		Storage Areas - Keep storage areas neat.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.				X		
16		Upholstered furniture – Vacuum, dust and disinfect all upholstered furniture including audience seating.				X		
77	Exterior Windows	Clean exterior windows, removing all insects, handprints, debris, etc				X		

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____

**City of Ormond Beach
Janitorial Services
RFP 2023-05
Nova rec. Skate Park building
400 North Nova Rd.**

D = Daily	Once a day Monday through Friday unless otherwise specified.
W = Weekly	Must be completed by Friday of each week.
M = Monthly	Must be completed by the last Friday of the month.
Q = Quarterly	Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually	Must be completed by the fifteenth (15) day of January and July.
I = Inspection	Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total	730 sq. ft.	Cleaning hours of service 9:00 P.M. to 7:00 a.m.
Carpet Floor	600 sq. ft.	Days of service - 7 days
		Contact Contract Manager: 386-212-8685
Tile Floor	100 sq. ft.	
Concrete	30 sq. ft.	

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
4		Clean and disinfect floors.		3X				
5	Kitchen	Thoroughly clean and disinfect all sinks, tables, and counters around and behind counter top appliances such as a microwave oven. Replenish supplies such as soap and paper towels.	X					
6		Clean outside of refrigerators, aluminum can recycling containers, vending machines (i.e. candy and soda machines), and counter top appliances. Also wash the inside of the aluminum can recycling container.		X				
7		Clean and disinfect floors around tables, chairs, stoves, refrigerators, and vending machines (i.e. candy and soda machines), etc.		X				
8	Office Area	Dust all furniture including but not limited to filing cabinets, tables, bookcases, computers, etc. Clean desk top by special request only.		2X				
33		Clean and disinfect telephone.	X					
9	Floors	Pick up all trash and debris off floor.	X					
11		Ceramic Tile - Sweep, mop, scrub and clean with necessary agents.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings.	X					
13		Carpet - Vacuum and clean all carpet areas using scrub and extraction method or other appropriate method.					X	
14		Cement - Sweep and clean walkways and stair wells.		X				
15		Floor Mats - Thoroughly clean and scrub all inside and outside floor (entry) mats.			X			
16	General	Upholstered Furniture - Vacuum and dust all upholstered furniture.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
18		Mirrors - Clean all mirrors to remove finger prints, smudges, and streaks.	X					
24		Outside trash Receptacles and Ash Trays - Empty and clean trash receptacle tray. Reline trash receptacle as needed. Replace sand or ashtray filler as needed to maintain a presentable appearance.	X					
25		Hallways and Entryways - Clean and sanitize all drinking fountains and ashtrays.	X					
27		Storage Areas - Keep storage areas neat.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
30		Glass Doors - Clean inside and outside all glass doors to remove all fingerprints, smudges, and streaks.	X					
31		Elevator - Clean inside and outside elevator doors, frame and polish all chrome.	X					
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
35		Recycled Materials - Empty containers and dispose of properly.	X					
36		Windows - Dust all window ledges, spot clean inside all windows to remove finger prints, smudges, and streaks.		X				
37		Clean blinds to remove all dust and dirt.				X		
77	Exterior Windows	Clean exterior windows, removing all insects, handprints, debris, etc				X		

Inspection Comments: _____

Inspection Date _____

Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
Airport Sports Pride Restrooms
700 Hull Rd.

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

Total 550 sq. ft. Cleaning hours of service **6:00 pm. to 9:00 a.m.**
Concrete 550 sq. f Days of service – **Seasonal: Approximately 100-125 days of service.**
Contact Contract Manager: 386-212-8685

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39		Cement floors – sweep and wet mop. Clean off exterior walkways		3X				
9	Floors	Pick up all trash and debris off floor.	X					
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.			X			
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.			X			
40		Ceilings - clean to remove dust, dirt build up and foreign debris.	X					

Inspection Comments: _____

Inspection Date _____ Facility Manager's Signature _____



City of Ormond Beach
Janitorial Services
RFP 2023-05
AIRPORT SPORTS COMPLEX
700 HULL ROAD
RICK BOEHM SOFTBALL BUILDING

D = Daily Once a day Monday through Friday unless otherwise specified.
W = Weekly Must be completed by Friday of each week.
M = Monthly Must be completed by the last Friday of the month.
Q = Quarterly Must be completed by the fifteenth (15) day of June, September, December and March.
S = Semiannually Must be completed by the fifteenth (15) day of January and July.
I = Inspection Facility Inspection Results: S = Satisfactory, U = Unsatisfactory

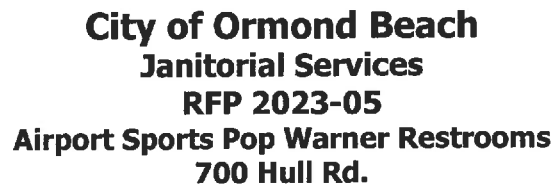
1st Floor 986 sq. ft. Cleaning hours between **6:00 A.M. and 9:00 A.M.**
SEASONAL - **Approximately 275-300 days of service**
Cement Floor 986 sq. ft. Days of service: **(7) days per Week – Will vary depending on Season**
Total 1,736 sq. ft. **Contact Contract Manager: 386-212-8685**

TASK NO.	ROOM	TASK	D	W	M	Q	S	I
1	Restrooms	Thoroughly clean and disinfect all fixtures including showers, urinals, toilets, sinks, counters, faucets, mirrors, empty waste baskets, and replenish restroom articles and supplies including but not limited to soap, toilet paper, deodorizers, and seat covers.	X					
3		Clean stall walls	X					
39	Floors	Cement - Sweep and wet mop. Clean off exterior walkways.	X					
9		Pick up all trash and debris off floors.	X					
17	General	Lighting Fixtures - Clean lighting fixtures to remove dust, dirt, cob webs, etc.			X			
2		Clean and disinfect waste baskets and trash cans and reline as needed when liquid or debris is on the container.		X				
28		Doors - Clean inside and outside door surfaces to include the door jam, door knobs and floor behind the door.		X				
29		Walls - Dust and remove all visible marks as needed from all wall surfaces from ceiling to floor including wall hangings (pictures, etc.), fire alarm boxes, fire alarm pull stations, fire extinguishers, exit signs, partitions, base boards, kick boards, etc.		X				
40		Ceilings - Clean to remove dust, dirt build up and foreign debris.			X			
32		Ceilings - Clean air conditioning vents and ceiling fans to remove dust and dirt build up.	X					
12		Carpet - Vacuum carpeting, rugs and other floor coverings on second floor.	X					

Inspection Comments: _____

Inspection Date

Facility Manager's Signature



Total	450 sq. ft.	Cleaning hours of service 6:00 pm. to 9:00 a.m.
Concrete	450 sq. f	Days of service – Seasonal: Approximately 235-250 days of service.
		Contact Contract Manager: 386-212-8685

Inspection Comments: _____

Facility Manager's Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2025

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 Merrill Insurance Group, Inc. 1520 S Bay Street Eustis FL 32726-5555	CONTACT NAME: Commercial Lines Service Department PHONE (A/C, No, Ext): 352-589-5200 E-MAIL ADDRESS: clservice@merrillinsurance.com FAX (A/C, No): 352-589-5222
INSURED American Janitorial Inc. P.O. Box 2534 Umatilla FL 32784	INSURER(S) AFFORDING COVERAGE INSURER A: The Burlington Insurance Company INSURER B: Starstone Specialty Insurance Company INSURER C: Associated Industries Insurance Company, Inc. INSURER D: Auto-Owners Insurance INSURER E: Southern-Owners Insurance Co INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 541798279**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	807BG11910	8/9/2024	8/9/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CSX00045361P-02	8/9/2024	8/9/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y	AWC1215340	3/21/2025	3/21/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E D	Inland Marine Crime			72190194 72255078	9/7/2024 2/1/2025	9/7/2025 2/1/2026	Limit Scheduled Equipment \$100,000 See schedule/descr

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

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

City of Ormond Beach is recognized as an additional insured with respect to the General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach
22 S Beach Street
Ormond Beach FL 32174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-56
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Fleming Avenue Drainage Improvements Additional Work		
Summary:	On March 19, 2024, the City Commission approved a contract with Built-Rite Construction of Central Florida, Inc. for construction of the Fleming Avenue Drainage Improvements project for \$2,118,529.70. As is typical for large capital projects, this project was solicited as a unit price bid. The project design engineer is responsible for estimating the quantities of materials based on their design; the contractor applies their unit cost to those quantities to arrive at the contract price submitted in the bid. This method requires measurement and strict oversight of material installed, whereby the contractor is paid specifically for actual quantities of material installed. It is common for unit price contracts to vary from the actual contract award amount at the end of a project due to adjustments for actual unit quantities installed, verses bid quantities. The Fleming Avenue drainage project requires the contractor to install stormwater pipe and structures on the north side of Fleming Avenue. The underground excavation for the pipe installation revealed an existing 4" sanitary sewer force main pipe in conflict with the new stormwater pipe. The location of this forcemain on the construction plans was based on as-built survey information from the original construction of the utility in the 1980's; while partially verified, a portion of this force main was found to be in a location that did not correlate to those as-built drawing and was in direct conflict with the proposed stormwater pipe being installed. After discussions with the project's engineer and the contractor, relocating the force main 4 feet to the north was determined to be the best solution to allow installation of the new stormwater pipe. The project engineer and City staff identified the work items needed to relocate the force main, and the contractor has submitted a proposal for the associated costs for the force main relocation of \$175,530, and an		

	additional 30 days of contract time. Staff has reviewed the proposal and recommends approval and authorization to relocate the force main.	
Financial Impact:	The cost of the additional work is \$175,530, 8.29% increase over the original contract amount of \$2,118,529.70. Funds are available in the Stormwater Fund - 107.	
Citizen Impact:	The additional work will have minimal impact on the citizens and will reduce the flooding frequency in the area.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the additional work in the amount of \$175,530 to the Fleming Avenue Drainage Improvement project.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 25-56 Fleming Ave Cost Adj-BuiltRite (P25-0007G) 2. Fleming Av Drainage Impvmts Add Work 3. Fleming Av Drain Imp Additional Work Pricing	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/27/2025 2/6/2025 2/12/2025

RESOLUTION NO. 2025-56

A RESOLUTION AUTHORIZING THE EXECUTION OF ADDITIONAL WORK NO. 1 TO THAT CONTRACT AWARDED TO BUILT-RITE CONSTRUCTION OF CENTRAL FLORIDA, INC., REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT, BY INCREASING THE CONTRACT PRICE BY \$175,530.00 AND THE CONTRACT TIME BY 30 DAYS; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute Additional Work No. 1 to that Contract between the City and Built-Rite Construction of Central Florida, Inc. as authorized by Resolution No. 2024-49 for the purpose of relocating 1,507 ft. of force main that is in conflict with new stormwater piping associated with the Fleming Avenue drainage improvements project. The said Additional Work No. 1, a copy of which is attached hereto and incorporated herein by reference, increases the Contract Price by \$175,530.00 (from \$2,118,529.70 to \$2,294,059.70) and increases the Contract Time by 30 days.

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

APPROVED AND AUTHENTICATED this 18th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

ADDITIONAL WORK

No. 1

PROJECT: Fleming Avenue Drainage Improvements

Date Issued: 2/18/2025

BID NUMBER: 2024-15

CITY OF ORMOND BEACH

22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR

Built-Rite Construction of Central FL
402 North Center Street
Pierson, FL 32180

ENGINEER

McKim & Creed
139 Executive Circle
Daytona Beach, FL 32114

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from \$2,118,529.70 to \$2,294,059.70

Description: Additional work not included in the original scope to remove approximately 1,507 LF of force main uncovered and in conflict with the new stormwater piping, and add approximately 1,082 LF of new force main on the North side of Fleming Avenue.

CHANGE IN CONTRACT PRICE

Original Contract Price:

\$2,118,529.70

Previous Changes:

N/A

Contract Price prior to this Change:

\$2,118,529.70

Net **increase** of this Change:

\$175,530.00

Contract Price with all approved Changes:

\$2,294,059.70

CHANGE IN CONTRACT TIME

Original Contract Time (**days**)

Substantial Completion:

180

Final Completion:

210

Previous Changes:

0

Contract time prior to this Change:

Substantial Completion:

180

Final Completion:

210

Increase (days) of this Change:

30

Contract time with all approved Changes:

Substantial Completion:

210

Final Completion:

240

CITY OF ORMOND BEACH

RECOMMENDED:

by: _____

Alex Schumann, P.E.
City Engineer

APPROVED:

by: _____

Jason Leslie, Mayor

APPROVED:

by: _____

Built-Rite Construction of Central. Inc.
Florida, Inc.

attest: _____
Joyce A. Shanahan, City Manager

Title

Printed Name

ADDITIONAL SEWER WORK
FLEMING AVENUE STORMWATER IMPROVEMENTS
CITY OF ORMOND BEACH
4-Dec-24

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
REPLACE 4" FM (LAUREL OAKS CIR TO HARBOUR LIGHTS DR.)					
1	Furnish & Install 4" Rest. Joint. PVC FM	80	LF	\$ 82.00	\$ 6,560.00
2	Furnish & Install 4" Non- Rest. Joint. PVC FM	770	LF	\$ 78.00	\$ 60,060.00
3	Furnish & Install Compact D.I. Fittings				
3a	4" - 11-1/4° Bend	1	EA	\$ 550.00	\$ 550.00
3b	4" - 45° Bend	1	EA	\$ 550.00	\$ 550.00
3c	4" - Cap	1	EA	\$ 550.00	\$ 550.00
4	Cut-ins & Connections to Exist FM				
4a	4" Wet Connection	2	EA	\$ 6,000.00	\$ 12,000.00
5	Pressure Test FM	1	LS	\$ 2,500.00	\$ 2,500.00
6	Remove Existing 4" FM	1275	LF	\$ 8.00	\$ 10,200.00
7	Remove Exist. 4" x 4" Wye & Concrete	1	EA	\$ 25,000.00	\$ 25,000.00
				SUBTOTAL =	\$ 117,970.00
REPLACE 4" FM (HARBOUR LIGHTS DR TO CENTER ST)					
8	Furnish & Install 4" Rest. Joint. PVC FM	80	LF	\$ 82.00	\$ 6,560.00
9	Furnish & Install 4" Non- Rest. Joint. PVC FM	152	LF	\$ 78.00	\$ 11,856.00
10	Furnish & Install Compact D.I. Fittings				
10a.	4" - 45° Bend	3	EA	\$ 500.00	\$ 1,500.00
11	Cut-ins & Connections to Exist FM				
11a	4" Wet Connection	2	EA	\$ 6,000.00	\$ 12,000.00
12	Pressure Test FM	1	LS	\$ 1,200.00	\$ 1,200.00
13	Remove Existing 4" FM	232	LF	\$ 8.00	\$ 1,856.00
14	Construct Concrete Sidewalk	46	SY	\$ 78.00	\$ 3,588.00
15	Formish & Install 4' dia. Conflict Manhole*	2	EA	\$ 8,500.00	\$ 17,000.00
16	Additional Depth over 4 feet	2	VLF	\$ 1,000.00	\$ 2,000.00
				SUBTOTAL = \$	57,560.00

TOTAL BASE BID (Item Nos. 1-13) = \$ 175,530.00

* Additional conflict MH based on exist separation of sewer & water utilities



City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-57
Strategic Goal:	Governance - Other		
Department:	Information Technology		
Subject:	Bid Award - Internet Services		
Summary:	The City currently has a Wide Area Network (WAN) connecting all sites/locations. The primary purpose of this award 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. • 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. A disposition item for advertisement of competitive bidding was approved by the Commission on Oct 15, 2024. On November 20, 2024, bids were opened, and base bids for a three year term ranged from \$81,828.00 - \$128,563.72. The low bidder was Crown Castle Fiber LLC, at an annual amount of \$27,276 with a total bid for the initial three year term of \$81,828, and is recommended for this project.		
Financial Impact:	The Fiscal Year 2024-2025 General Fund Information Technology Operating Budget includes \$29,000 for these services. Funds for the remainder of the agreement will be included in corresponding annual budgets.		
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):	Staff recommends award of the base bid for Internet Services, Bid Number 2025-11, to Crown Castle, Inc., at an annual amount of \$27,276 with a total Bid for initial three year term of \$81,828.	
Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031	
Attachments:	1. 25-57 Internet Svcs-CrownCastle (P24-0258G) 2. City of Ormond Beach Order Form CC 3-site DIA SOF 2-11-25 3. Internet Supplement (Managed Internet Router)_rev_3.15.24 (1) 4. MTLA City of Ormond Beach CC Final for Signature 02102025 5. Bid 2025-11 6. Proposal 7. signed tabulation	
Approval:	Kelly McGuire, Finance Director	1/27/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/27/2025
	Joyce Shanahan, City Manager	1/28/2025

RESOLUTION NO. 2025-57

A RESOLUTION ACCEPTING A BID FROM CROWN CASTLE FIBER, LLC FOR INTERNET SERVICES AT FIRE STATION 94, NOVA COMMUNITY CENTER AND THE POLICE DEPARTMENT, UNDER BID NO. 2025-11; AUTHORIZING THE EXECUTION OF A MASTER TELECOMMUNICATIONS LICENSE AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-11) regarding internet services at Fire Station 94, the Nova Community Center and the police department (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Crown Castle Fiber, LLC with a bid in the amount of \$81,828.00 for a three-year term is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the General Fund (301) and that these funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by Crown Castle Fiber, LLC to perform the Project at a total cost not to exceed \$81,828.00 for a three-year term is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with Crown Castle Fiber, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a Master Telecommunications License Agreement with Crown Castle Fiber, LLC for the performance of the Project at the said price, and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 18th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**INTERNET SUPPLEMENT
TO THE
MASTER TELECOMMUNICATIONS LICENSE AGREEMENT
LICENSEE: _____**

This Internet Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **CROWN CASTLE FIBER LLC** (“Crown Castle”) and Licensee, and is hereby incorporated into and made a part of the **Master Telecommunications License Agreement** between Licensee and Crown Castle (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

1. SCOPE OF SUPPLEMENT

This Supplement and any exhibit(s) attached hereto apply to Internet products licensed under an Order Form that specifies Internet as further defined in this Section. This Supplement shall not apply to other products, including Ethernet, wavelength, dark fiber, or colocation.

1.1 “Internet Product” or “Product” means Internet connectivity and Bandwidth provisioned by Crown Castle at a Location. Internet Product includes, without limitation, the following types of Products:

- (a) **Internet Access (“IA”)**: Internet connectivity and Bandwidth provided via a connection at a Crown Castle POP.
- (b) **Dedicated Internet Access (“DIA”)**: Internet connectivity and Bandwidth provided via a local access from a Location to a Crown Castle POP.
- (c) **Fixed Wireless DIA**: Internet connectivity and Bandwidth provided for the local access from a Location to a Crown Castle POP utilizing fixed wireless technology.
- (d) **Internet Integrated with SD-WAN**: means Internet connectivity at a Location enabling a software defined wide area network, an application aware, policy driven network, delivered by an Edge Device or virtual instance of such device at the Location.
- (e) **Internet Access with Basic Firewall**: Internet Access with L4 stateful firewall and static routing capabilities delivered by an Edge Device or virtual instance of such device without advanced routing or other Managed Internet Router features.
- (f) **Dedicated Internet Access with Basic Firewall**: Dedicated Internet Access with L4 stateful firewall and static routing delivered by an Edge Device or virtual instance of such device without advanced routing or other Managed Internet Router features.
- (g) **Managed Internet Router**: Internet Access or Dedicated Internet Access with an L4 stateful firewall for a single Location that includes static and dynamic advanced routing capabilities that are enabled by an Edge Device or virtual instance of such device at the Location.

1.2 Available Options.

DDoS Defense (“DDoS Defense”): DDoS Defense is an available option to the Internet Product which consists of monitoring of IP traffic on the Product for possible DDoS attack and mitigation at the time of the DDoS attack. DDoS Defense can be purchased for a defined Product Term or on an as needed basis which is “Emergency Mitigation.”

2. ADDITIONAL DEFINITIONS

“95th Percentile Calculation” means the calculation method used to measure Bandwidth usage for burstable Internet Access and Dedicated Internet Access Products whereby samples for average Bandwidth utilization rates, both inbound and outbound traffic, will be collected at five (5) minute intervals on a calendar month basis and the highest five percent (5%) of samples will be discarded. The next highest sample will be chosen to represent the 95th percentile calculation for that month.

“Access Port” means the port on the Crown Castle Equipment at the Location which is the point of attachment and entry into the Crown Castle Network, and the Demarcation Point for the applicable Product.

“Bandwidth” or “BW” means the amount of data (quantified as “Mbps” or “Gbps”) made available to Licensee.

“Crown Castle POP(s)” means Crown Castle’s point of presence(s) at which Crown Castle provides interconnectivity to its networks routes and facilities.

“DDoS” means distributed denial of service.

“Frame Delivery Rate” means the monthly average percentage of IP packets successfully received from the relevant portion of the Crown Castle Network relative to the number of IP packets offered to the Crown Castle Network between the Crown Castle POPs and Access Port.

“Latency” means the monthly average round-trip transmission time (in milliseconds) for IP packets to travel on the relevant portion of the Crown Castle Network between the Crown Castle POPs and Access Port. Latency is measured (i) between the Crown Castle POPs and Access Port, and (ii) using Crown Castle’s network management systems or testing hardware. Crown Castle’s network management systems or testing hardware shall be the sole and conclusive source of measurements for the purposes of measuring Latency.

“Location” is an address wherein Crown Castle will hand off Product to Licensee.

“Product Availability” means the percentage of minutes during a calendar month that the licensed Product has not incurred a Product Outage. Product Availability is calculated as follows: (43,200 - total number of minutes of Product Outage during the calendar month) divided by 43,200.

“Product Credit” means a credit that Licensee may be eligible to receive in the event of a Product Outage or Product Performance Failure.

“Product Outage” means any period of time during which the Product is unable to send or receive data.

“Product Performance Failure” means a failure of the Product to meet any performance parameters set forth in Section 6.2.2 through 6.2.4 below. Product Performance Failure is not a Product Outage.

3. SPECIFICATIONS

The Specifications applicable to Internet Products are the performance parameters set forth in Section 6 below.

4. USE BY LICENSEE

4.1 The Product provides IP transit service via the Crown Castle Network to the public Internet.

4.2 The Product is configured at designated speeds on a port(s) at the Location utilizing Crown Castle Equipment. The selected speed of service, physical handoff type on the Licensee Equipment to the Licensee, pricing and length of the initial Product Term shall be set out in the individual Order Form.

4.3 Licensee shall utilize the Product(s) in compliance with all applicable international, federal, state and local laws and regulations, as well as abide by Crown Castle’s Customer Acceptable Use Policy, which is posted on Crown Castle’s website at crowncastle.com and incorporated herein by reference.

4.4 Upon expiration or termination of a Product for any reason, Licensee agrees to return to Crown Castle any IP addresses or address blocks assigned to Licensee by Crown Castle.

5. DDOS DEFENSE OPTION

If an Internet Product is ordered with DDoS Defense, then the following additional terms will apply:

5.1 When DDoS Defense detects an anomaly in Internet traffic that is symptomatic of a DDoS attack due to triggered thresholds or indicators of protocol misuse, it generates an alert to Crown Castle's Network Operations Center ("NOC"). Crown Castle will investigate such anomaly. If Licensee confirms that a DDoS attack is occurring, Crown Castle will begin applying measures to block malicious packets while allowing the flow of non-suspect traffic to Licensee's network. Crown Castle will use reasonable efforts to attempt to configure measures to minimize the effects of the DDoS attack and to reduce disruption of Licensee's non-suspect traffic. Upon the conclusion of the DDoS attack, Crown Castle will cease mitigation measures. DDoS Defense does not monitor for attacks other than DDoS attacks.

5.2 If Crown Castle in its reasonable judgement determines that a DDoS attack is impacting, or may impact, the Crown Castle Network, Crown Castle may, without incurring any liability, take any action, including but not limited to blackhole filtering of Licensee's traffic, which filtering would result in all traffic destined to Licensee being dropped.

5.3 Crown Castle will invoice Licensee (i) in advance for the MRC associated with DDoS Defense, and (ii) in arrears at Crown Castle's then current rates and charges for any Emergency Mitigation.

6. SERVICE LEVEL AGREEMENT

6.1 Product Service Level. Subject to this Section 6, in the event of a Product Outage to any licensed Product or a Product Performance Failure, Licensee may be entitled to a Product Credit in accordance with the applicable Service Level Objective set forth in Section 6.2 below. A Product Outage, or Product Performance Failure as the case may be, shall be deemed to begin upon the earlier of Crown Castle's actual knowledge of the same or Crown Castle's receipt of notice from Licensee of the same, and end when the Product is operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, the Agreement or any Order Form, in no event shall a Product Outage and/or Product Performance Failure and/or any other defect or failure in the Product be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form. Traffic traversing the public Internet is not subject or applicable to this Section 6 or this Supplement.

6.2 Service Level Objectives.

6.2.1 Product Availability

If the Product Availability in any calendar month is less than the Product Availability objective set forth in the table below, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

Quality Level	Product Availability Objective	Measurement Timeframe	Product Credit	
			Cumulative Duration of Product Outage(s)	% of MRC
1	Product Availability	One Month	0 to 45 mins.	0%
			>45 mins. to 4 hrs.	10%
			>4 hrs. to 8 hrs.	15%
			>8 hrs. to 12 hrs.	20%
			>12 hrs. to 24hrs.	35%
			> 24 hrs.	50%

6.2.2 Latency

If the actual monthly average Latency exceeds the number of milliseconds set forth in the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

LATENCY	
Domestic US	Product Credit
45ms or less	No Credit
>45ms	10%

6.2.3 Frame Delivery Rate (Packet Delivery)

If the actual monthly average Frame Delivery Rate is less than the percentages set forth in the left column of the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

FRAME DELIVERY RATE	
Domestic US	Product Credit
99.9% or greater	No Credit
Less than 99.9%	10%

6.2.4 DDoS Defense

If an Internet Product is ordered with DDoS Defense, then the following performance parameter will apply to DDoS Defense only. In addition, the following performance parameter will not apply to Emergency Mitigation.

Description	Goal	Product Credit (applied as percentage of MRC for DDoS Defense)	
Time to Initiate Mitigation	15 minutes from initial DDoS alarm	16-30 minutes = 50%	More than 30 minutes = 100%

6.2.5 Burstable Internet

Bandwidth for burstable Internet Access and Dedicated Internet Access Products shall be measured using the 95th Percentile Calculation.

6.3 Product Credits. Product Credits hereunder are calculated as a percentage of the MRC set forth in the Order Form, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Crown Castle. Product Credits hereunder may be paid only once per any given billing cycle. Product Credits issued to Licensee hereunder shall be Licensee's sole and exclusive remedy at law or in equity on account of any Product Outage and/or Product Performance Failure and/or any other defect or failure in the Product. Product Credits will not be issued to Licensee if Licensee's account with Crown Castle is in arrears. If an incident affects the performance of the Product and results in a period or periods of interruption, disruption, failure or degradation in quality, entitling Licensee to one or more credits under multiple quality level standards, only the single highest credit with respect to that incident will be applied, and Licensee shall not be entitled to credits under multiple quality level standards for the same incident. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products, and in the event of any Product Outage or Product Performance Failure of any Off-Net Product provided by Crown Castle to Licensee, Crown Castle agrees to pass through a credit equal to the credit received by Crown Castle from its underlying provider(s) for such Product Outage or Product Performance Failure, in lieu of the above-stated Product Credits. In no event shall Crown Castle's total liability for any and all interruptions, disruptions, failures, and/or degradations in quality (including, without limitation, any Product Outage or Product Performance Failure) exceed fifty percent (50%) of the MRC for the affected Product, with the exception of the DDoS Defense performance parameter in Section 6.2.4 which will not exceed one hundred percent (100%) of the MRC for the affected Product.

6.4 Product Credit Request. Licensee must submit a written request to claim a Product Credit no later than thirty (30) days following the event which gives rise to Licensee's right to request the Product Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Product Credit.

6.5 Events Excepted From Product Credit. Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, Product Performance Failure, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- Licensee's (including its agents, contractors and vendors) acts or omissions;
- Failure on the part of Licensee Equipment, Licensee provided optical fiber, Licensee's end user equipment or Licensee's vendor's equipment;
- Failure of electrical power not provided by Crown Castle;
- Election by Licensee, after requested by Crown Castle, not to release the Product for testing and repair;
- Crown Castle's inability to obtain access required to remedy a defect in the Product or restore DDoS Defense;

- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Product at the request of Licensee;
- h. Force Majeure Event;
- i. Disconnection or suspension of the Product by Crown Castle pursuant to a right provided under this Agreement;
- j. Failure of any local access circuits provided by Licensee;
- k. Crown Castle's inability to repair due to utility safety restrictions;
- l. Unavailability of required Licensee personnel, including as a result of Licensee's failure to provide Crown Castle with accurate, current contact information;
- m. Improper or inaccurate network specifications provided by Licensee;
- n. Unavailability of required spectrum not due to the fault or negligence of Crown Castle when fixed wireless is utilized in the provisioning of the Product;
- o. Dropping of Internet traffic pursuant to Section 5.2; and/or
- p. Licensee attempting to exceed maximum Bandwidth of Licensee's port connection to the Crown Castle Network.

7. ADDITIONAL TERMS

7.1 Disclaimer of Third Party Actions. At times, actions or inactions caused by third parties (e.g. DDoS attacks and unauthorized network intrusions) can produce situations in which Licensee connections to the Internet (or portions thereof) may be impaired or disrupted. In addition, third parties may attempt to intrude into or hack into Licensee's network. Crown Castle has no control over or responsibility for the security of Licensee's network or unauthorized intrusions into and/or unauthorized uses of Licensee's network and/or IP addresses used by Licensee. Crown Castle cannot guarantee that such situations will not occur, and accordingly Crown Castle disclaims any and all liability resulting from or related to such events. In the event that Licensee's use of the Product or such third parties is causing harm to the Crown Castle Network or its operations, Crown Castle shall have the right to suspend the Product. Crown Castle shall restore the Product at such time as it reasonably deems that there is no further harm or threat to the Crown Castle Network or its operations.

7.2 Network Traffic Samples. Crown Castle may collect small samples of network traffic for (i) support and maintenance of Product performance, and/or (ii) troubleshooting, prevention or correction of service impacting incidents or for correcting and defending against malicious and improper usage of Crown Castle Network and products (e.g. DDoS attacks, Botnet activity) ("Network Traffic Samples"). Network Traffic Samples typically include source and destination IP addresses, source and destination ports, and partial or in some cases full payload data, and may be stored in a secure system for historic, troubleshooting, or reporting purposes for up to one year. The collection of Network Traffic Samples is inherent in Crown Castle providing the Product. Crown Castle does not otherwise utilize Network Traffic Samples for any other purpose, including, but not limited to, collecting data for marketing or sales purposes, or selling or transferring of data to third parties. Crown Castle utilizes security best practices and provides reasonable and adequate protections to the systems that collect and store Network Traffic Samples. Crown Castle is unable to decrypt any Network Traffic Samples that are encrypted; therefore, Crown Castle highly recommends that Licensee encrypt its network traffic.

The Parties have executed this Supplement as of the last date of execution below.

LICENSEE:

CROWN CASTLE FIBER LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Additional Terms and Conditions for Internet Integrated with Managed Internet Products

This **Exhibit A** is hereby incorporated into the Internet Supplement as of the Supplement Effective Date, and the following terms and conditions of **Exhibit A** shall only apply to **Managed Internet Products** (as that term is defined herein) provided by Crown Castle to Licensee.

1. ADD-ON OPTIONS

- (a) **High Availability:** Dual Edge Devices deployed at the Location setup in a configuration to provide redundancy. The Edge Devices, deployed in a high availability configuration, are connected to each other with a fallback mechanism based on pre-determined policies.
- (b) **Next-Gen Firewall:** Additional security features to the Managed Internet Product, namely SSL inspection, URL and IP reputation and filtering, and L7 application controls.
- (c) **Unified Threat Management:** Additional security features to the Managed Internet Product, namely anti-virus protection, intrusion detection system (IDS), intrusion prevention system (IPS), file filtering, and SSL decryption and encryption.

2. ADDITIONAL DEFINITIONS

“Edge Device” means Crown Castle Equipment which can be physical or virtual and is part of the Managed Internet Product solution.

“Logical Changes” means Licensee requested basic modifications or changes performed remotely by Crown Castle’s Network Operations Center to the Internet Integrated with SD-WAN Product following the installation and delivery of such Product including, but not limited to, changes to routing tables.

“Managed Internet Product(s)” means the Internet Integrated with SD-WAN Products, Internet Access with Basic Firewall Products, Dedicated Internet Access with Basic Firewall Products, and Managed Internet Router Products.

“Network Controller” means the Crown Castle Equipment which provides physical or virtual device management for all Edge Devices associated with the controller.

“Software” means software which is embedded in the Edge Device and used in connection with the Internet Integrated with SD-WAN Product.

3. SPECIFICATIONS

The Specifications applicable to Managed Internet Products are as follows:

- (i) **IP Address Allocation:** The Edge Device may use one or more IP address blocks depending on the number of transport services at the Location. Each Managed Internet Product will have a unique IP address block.
- (ii) **Network Traffic Management:** Crown Castle’s network traffic policies will restrict the traffic flows to the subscribed committed information rate (“CIR”) in connection with the Managed Internet Product.

4. IMPLEMENTATION AND CONFIGURATION

4.1 Configuration and Pre-Installation Technical Documentation. Licensee shall reasonably cooperate with Crown Castle in the installation and configuration of the Managed Internet Product, and Licensee shall also assist in the completion of technical documentation prior to commencement of installation of the Managed Internet Product. The documentation provides Crown Castle with the information needed to design and configure the Managed Internet Product, including, but not limited to, access type and bandwidth, local area network and wide area network (“WAN”) design, number of users, and traffic types and priorities.

4.2 Licensee Responsibilities. Licensee will provide: (i) an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit, and humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit; (ii) power including UPS AC power equipment, circuit sizing to be determined, if applicable; (iii) emergency local

generator backup service, if applicable; (iv) if interfacing with a third party IP service, provide, install and maintain a device that is capable of routing network traffic between the Managed Internet Product and the Licensee's WAN; (v) secure space for Crown Castle Equipment at each Location; and (vi) a point of contact for Managed Internet Product installation, activation, notices for Product Outages, configuration assistance, and any maintenance activities. Licensee is solely responsible for designating authorized Licensee representatives in connection with Licensee's use of the Managed Internet Product, account access, maintenance, and configuration permissions associated with the Managed Internet Product. Licensee shall promptly notify Crown Castle of any changes to permissions related to Licensee's authorized representatives on file with Crown Castle. In addition, Licensee is responsible for the performance of the applicable functions set forth on the Responsibility Matrix in Section 9 below.

4.3 Cross-Connections. As necessary for interconnection of the Managed Internet Product with service provided by others, Crown Castle may request (as applicable), and Licensee will provide to Crown Castle, circuit facility assignment information and design layout records necessary to enable Crown Castle to make the necessary cross-connection between the Managed Internet Product and Licensee's other service(s) from other provider(s). Crown Castle may charge Licensee non-recurring and monthly recurring cross-connect charges to make such connections.

4.4 Security Monitoring and Mitigation. Crown Castle monitors the Edge Device utilized in connection with the Managed Internet Product. Crown Castle does not provide monitoring of security events, any security event mitigation or advice regarding security issues or threats. Upon request by Licensee, Crown Castle will modify the configuration of the Managed Internet Product in accordance with the specifications provided by Licensee to attempt to mitigate security events and security threats identified by Licensee. Crown Castle's sole obligation is to implement the configuration settings requested by Licensee. Crown Castle makes no guarantees with respect to the detection or blocking of viruses/worms/malware or any other types of attacks, and is not responsible for any malicious data that may be transmitted over the Managed Internet Product.

4.5 Crown Castle Responsibilities. Crown Castle is responsible for the performance of the applicable functions as set forth on the Responsibility Matrix in Section 9 below. The Demarcation Point for the Managed Internet Product is the port on the Edge Device.

4.6 Proprietary Rights and Permitted Use. Licensee may use the Managed Internet Products only for its own internal use. Licensee shall not assign, sell, transfer, distribute, lease, sublease, license, sub-license, or otherwise grant a right to use the Managed Internet Product to any third party. Licensee shall not use or copy any Software except as expressly permitted in the Agreement. Except to the extent such restrictions are not permitted under applicable law, Licensee agrees not to modify, adapt, alter, decompile, disassemble, reverse assemble, reverse engineer or otherwise attempt to derive source code for the Edge Device, Software or any other aspect of the Managed Internet Product. Licensee may not distribute, license, lease, rent, loan, or otherwise transfer the Software. Licensee shall not create derivative works based on the Software. Licensee may not export the Software or the underlying technology in contravention of the applicable U.S. and foreign export laws and regulations. Licensee acknowledges and agrees that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Crown Castle and its licensors. Any Software provided hereunder is licensed only and is subject to this Supplement, and Crown Castle or its providers retain title in all copies of the Software. Licensee will not obtain title to, or ownership of any intellectual property rights in the Software or any copies thereof. Licensee's rights in the Software will be limited to those expressly granted in this Supplement. Crown Castle reserves all rights not expressly granted to Licensee under this Supplement.

4.7 Content and Transportation of Managed Internet Product. Licensee accepts that Crown Castle does not control or operate the content that is transmitted or transported via the Managed Internet Products, and Licensee shall be solely liable and responsible for the content, data and communications applicable to the Managed Internet Product. Licensee acknowledges that Crown Castle will have network access to communicate with the Edge Device for purposes such as authentication and Software updates; and will have access to, and may utilize for any purpose all information regarding networking characteristics, usage, performance and related information involved in the use of the Managed Internet Product ("Key Performance Indicators" or "KPI"). Crown Castle will protect this KPI, and will not divulge to anyone outside of Crown Castle, or its subcontractors and agents, unless required by law via a subpoena.

4.8 Fraudulent Use of Product. Crown Castle shall not be held liable for any usage, charges and/or damages resulting from Licensee's fraudulent or unauthorized use of the Managed Internet Products, Software and/or Edge Devices. Licensee will not use any Managed Internet Product in any unlawful, abusive, or fraudulent manner. If Crown Castle has reason to suspect Licensee is abusing a Managed Internet Product or using them fraudulently or unlawfully, Crown Castle reserves the right to immediately suspend, restrict, or terminate the Managed Internet Product or all of the Managed Internet Products without notification. In such an event, Licensee will be held liable for all usage, including but not limited to, any and all fraudulent usage.

5. LICENSEE PORTAL

Crown Castle will provide the Licensee with a password-protected web portal to view performance information regarding Licensee's Managed Internet Products upon Licensee's request.

6. FEES FOR MANAGED INTERNET PRODUCTS

In the event that amounts charged to Crown Castle under its underlying third party reseller agreement are increased in connection with a Managed Internet Product, Crown Castle shall have the right to charge Licensee for such increase, which shall be added to the MRCs to be paid by Licensee for the applicable term. In the event of any such increase, Crown Castle will provide prior written notice to Licensee, and any such increases in charges will not take effect until Licensee's receipt of such notice.

7. EMERGENCY BLOCKING

The Parties agree that if either Party, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, then the applicable Party may block any transmission path over its network by the other Party where transmissions do not meet material standard industry requirements and after engaging in reasonable and good faith efforts to notify the other Party of the need to block. Any such blockage will be without any liability or obligation to the other Party. The Parties further agree that none of their respective obligations to each other under the Agreement, Supplement and Order Form will be affected by such blockage, except if Licensee is the Party being blocked, then Licensee will not be obligated to make payments for the circuit(s) which is so blocked until such time as the blockage is removed.

8. CHANGES

During the Product Term, Crown Castle will perform certain Crown Castle configuration changes with respect to the Managed Internet Products upon request by Licensee, following installation and delivery of the each Managed Internet Product and subject to additional charges, certain charges of which are detailed below.

Change Type	Time of Day	Rates Per Incident (Charged per Product)
Technician dispatch	7:01 AM to 6:59 PM	\$250 per hour, 4-hour minimum
Technician dispatch	7:00 PM to 7:00 AM	\$375 per hour, 4-hour minimum
Logical Changes – Remote	7:01 AM to 6:59 PM	\$200 per hour, 1-hour minimum
Logical Changes – Remote	7:00 PM to 7:00 AM	\$300 per hour, 1-hour minimum

The charges above may be increased once per contract year upon notice to Licensee by the percentage increase, if any, in the Consumer Price Index – Urban Wage Earners and Clerical Workers (U.S. City Average, All Items, Base 1982-1984 equals 100) as published by the United States Department of Labor, Bureau of Labor Statistics.

9. RESPONSIBILITY MATRIX – MANAGED INTERNET PRODUCTS

Function	Crown Castle	Licensee
Strategic direction		X
Appropriate space, power, operating environment		X
Network design	X	X
Monitoring	X	
Fault isolation	X	
Fault restoration – Physical	X	
Fault restoration – Logical	X	
Break fix maintenance	X	
Change management – Physical	X	
Change management – Logical	X	
Configuration back-up	X	
Security policy and updates	X	
Utilization reporting	X	

MASTER TELECOMMUNICATIONS LICENSE AGREEMENT

LICENSEE:	City of Ormond Beach
Address:	22 South Beach Street, Ormond Beach, FL
State of Organization:	Florida Municipal Corporation

This **MASTER TELECOMMUNICATIONS LICENSE AGREEMENT** is effective as of the last date of execution below ("Effective Date") by and between **CROWN CASTLE FIBER LLC** ("Crown Castle" or "Company"), and Licensee (as named above). This Master Telecommunication License Agreement and any and all Supplements (as defined herein) and exhibits hereto are collectively referred to as the "Agreement". Crown Castle and Licensee are collectively referred to as the "Parties" or individually as a "Party".

1. PRODUCTS, ORDER FORMS, AND SUPPLEMENTS.

1.1 Products and Order Forms. This Agreement applies to each telecommunications facility, or product, provided or licensed by Crown Castle to Licensee (each a "Product"). Each Product will be specified in an order form executed by the Parties (each an "Order Form"). Purchase orders issued by Licensee shall not be deemed to amend, modify or supplement this Agreement or any Order Form issued hereunder and shall not be legally binding on Crown Castle unless otherwise agreed in writing by Crown Castle.

1.2 Supplements. From time to time, the Parties may execute one or more supplements to this Agreement that may contain technical specifications, service level objectives, and other terms and conditions applicable to specific types of Products (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into this Agreement. In the event Crown Castle and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by an Order Form, then the product-specific portion of the then-current version of the "Crown Castle Terms and Conditions" available at <https://www.crowncastle.com/terms-and-conditions> ("Online Terms") shall apply.

1.3 Crown Castle Affiliates. At Crown Castle's option, Products may be provided or licensed by Crown Castle, or by an Affiliate of Crown Castle. Any charges or other amounts received by Crown Castle under this Agreement, to the extent attributable to Products provided or licensed by an Affiliate of Crown Castle, shall be received by Crown Castle in its capacity as an agent on behalf of such Affiliate. Internet access will be provided by Crown Castle's affiliate, Crown Castle Fiber Enterprise LLC. In addition, Order Forms may be executed by an Affiliate of Crown Castle, and in such event, any and all references to "Crown Castle" herein shall be deemed to be a reference to the applicable Affiliate of Crown Castle that executed such Order Form. The term "Affiliate" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

2. TERM.

2.1 Agreement Term. The term of this Agreement commences on the Effective Date, and continues through the later of (i) three (3) years from Effective Date, or (ii) latest expiration of active Order Forms, unless earlier terminated as provided herein. This Agreement is a set of general terms and conditions, and does not obligate either Party to provide or pay for any Product other than as reflected in a particular Order Form executed by the Parties.

2.2 Product Term. The term for each Product (each a "Product Term") begins on the Acceptance Date (as defined below) applicable to such Product, and remains in effect until the expiration of the initial Product Term specified in the applicable Order Form unless earlier terminated as provided herein. The Product Term shall automatically extend for consecutive one-year renewal terms, unless either Party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Product Term.

2.3 Acceptance Date. The "Acceptance Date" for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Product, other than for testing purposes, or (c) the second (2nd) business day following Crown Castle's delivery of notice of the installation of the Product (such notice, a "Connection Notice"), unless Licensee notifies Crown Castle in writing within said two-day period of a Defect in the Product, specifying in detail the nature of such Defect. A "Defect" exists if the Product fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Crown Castle and Licensee shall work cooperatively to promptly remedy such Defect, and Crown Castle shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Licensee, Crown Castle will give Licensee written notice to cure such failure within five (5) calendar days. If Licensee fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

3. PAYMENT TERMS.

3.1 Charges. Crown Castle will invoice Licensee for any non-recurring charge ("NRC") associated with the Product upon or after execution of the applicable Order Form. The monthly-recurring charge ("MRC") associated with the Product shall begin to accrue on the Acceptance Date of such Product. Crown Castle will invoice Licensee the MRC associated with the Product in advance, except Crown Castle

will invoice Licensee usage based charges (if any) associated with the Product in arrears. An MRC for a partial month will be pro-rated. Licensee shall be responsible for payment of the MRC for the entire Product Term specified in the applicable Order Form.

3.2. Payments; Late Payments. Licensee shall pay each invoice within thirty (30) days of the date of the invoice (the “Due Date”), without setoff or deduction. In the event Licensee fails to make any payment by the Due Date, Licensee shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Crown Castle shall be entitled to recover from Licensee all collection costs, including attorney fees.

3.3 Disputed Payments. Licensee may in good faith dispute charges set forth in an invoice, provided Licensee notifies Crown Castle of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Licensee to so notify Crown Castle of any dispute shall constitute a waiver by Licensee of any dispute. In the event Licensee so disputes any amount in good faith, Licensee must submit a documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Licensee shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Licensee and Licensee previously paid the disputed amount to Crown Castle, Crown Castle will apply a credit to Licensee’s account in the amount of the dispute. If the dispute is resolved in Crown Castle’s favor and Licensee has withheld the disputed amount, Licensee must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

4. TAXES AND FEES.

4.1 Taxes and Fees. All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) levied or imposed upon Crown Castle or Licensee in connection with the provision, sale or use of the Product or facility furnished to Licensee and which Crown Castle is required or permitted to collect from Licensee (collectively referred to as “Taxes”). Licensee shall not be responsible for, and Taxes will not include, taxes on Crown Castle’s net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Crown Castle with a valid and duly executed exemption certificate and any other information with respect to such exemption as Crown Castle may require; such certificate will be honored from the date that Crown Castle receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Crown Castle for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

4.2 REIT Status. Licensee acknowledges that: (i) Crown Castle is directly or indirectly owned in whole or in part by an entity (“REIT Owner”) that qualifies as a “real estate investment trust” (“REIT”) under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the “Code”); and (ii) Crown Castle and REIT Owner are therefore subject to operating and other restrictions under the Code. The Parties intend that this Agreement shall constitute a lease of the Products for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

5. CROWN CASTLE EQUIPMENT AND NETWORK; LICENSEE EQUIPMENT.

5.1 Crown Castle Equipment; Crown Castle Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Crown Castle to provide Products (“Crown Castle Equipment”) and Crown Castle’s fiber optic cable network and associated optical/electronic equipment used to deliver Products, whether owned, leased or otherwise obtained by Crown Castle (the “Crown Castle Network”) shall remain the sole and exclusive property of Crown Castle notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Order Form grants or conveys to Licensee any right, title or interest in any Crown Castle Equipment or the Crown Castle Network. Licensee may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Crown Castle Equipment or the Crown Castle Network without the prior written consent of Crown Castle. Licensee may not cause any liens to be placed on any Crown Castle Equipment or the Crown Castle Network, and will cause any such liens to be removed within ten (10) days of Licensee’s knowledge thereof. Licensee shall be liable to Crown Castle for any loss or damage to the Crown Castle Equipment or Crown Castle Network caused by Licensee or Licensee’s employees, contractors, agents or end users. Nothing herein shall prevent Crown Castle from using the Crown Castle Network and Crown Castle Equipment to provide products to other customers.

5.2 Extension of Network. To the extent an Order Form requires Crown Castle to complete construction, extend the Crown Castle Network and/or obtain additional Underlying Rights, Licensee shall use commercially reasonable efforts to assist Crown Castle in obtaining such Underlying Rights as necessary to provide the Product. Crown Castle may, without liability to either Party, terminate a Product prior to delivery, if Crown Castle encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Product, in the event that Crown Castle is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Licensee bears the costs of obtaining such Underlying Rights, Crown Castle may cancel the applicable Order Form and shall incur no liability to Licensee hereunder. Without limiting the foregoing, Crown Castle shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Product installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Crown Castle. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Crown Castle Network and/or for Crown Castle to provide a Product other than building access rights described in Section 7.1. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Products that are necessary for Crown Castle to provide a

Product. “Off-Net Product” shall mean any product provided by a third-party. “On-Net Product” shall mean any Product that uses transmission and related facilities owned and controlled by Crown Castle.

5.3 Licensee Equipment. Licensee shall, at its own expense, procure any equipment necessary to implement or receive each Product (“Licensee Equipment”). Crown Castle will have no obligation to install, maintain, or repair Licensee Equipment. Promptly upon notice from Crown Castle, Licensee shall eliminate any hazard, interference or Product obstruction that any such Licensee Equipment is causing or may cause as reasonably determined by Crown Castle.

6. MAINTENANCE.

6.1 Scheduled Maintenance. Crown Castle will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt the Product between 12:00 midnight and 6:00 a.m. local time or, upon Licensee’s reasonable request, at a time mutually agreed to by Licensee and Crown Castle. Crown Castle will use commercially reasonable efforts to notify Licensee of scheduled maintenance that is reasonably expected to interrupt the Product via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Licensee shall provide a list of Licensee contacts for maintenance and escalation purposes, which may be included on the Order Form, and Licensee shall provide updated lists to Crown Castle, as necessary.

6.2 Emergency Maintenance. Crown Castle may perform emergency maintenance in its reasonable discretion, with or without prior notice to Licensee, to preserve the overall integrity of the Crown Castle Network. Crown Castle will notify Licensee as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Product.

6.3 Product Issues. Licensee may notify Crown Castle’s Network Operating Center (“NOC”) of Product problems by telephone 1-855-93-FIBER (855-933-4237), or at the contacts listed in Crown Castle’s Customer Support Information provided to Licensee, which may be updated by Crown Castle from time to time. If Crown Castle dispatches a field technician to Licensee or an end-user location and the problem is caused by (i) the Licensee Equipment or any end-user’s equipment or (ii) any acts or omissions of Licensee or its end user, or of any of its or their invitees, licensees, customers or contractors, Licensee will pay Crown Castle for any and all associated time and materials at Crown Castle’s then-standard rates.

7. IMPLEMENTATION REQUIREMENTS.

7.1 Access to Premises. Unless otherwise provided in the applicable Order Form, Licensee, at its own expense, shall secure throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Crown Castle to use pathways into and in each building at which Licensee’s or its end-user’s premises is located, to the Demarcation Point. Such access rights shall grant to Crown Castle the right to access such premises to the extent reasonably requested by Crown Castle to install, maintain, repair, replace and remove any and all equipment, cables or other devices Crown Castle deems necessary to provide the Product. Upon expiration or termination of the applicable Product Term, Licensee shall grant Crown Castle access to its premises as necessary to enable Crown Castle to remove the Crown Castle Equipment. Crown Castle, its employees, contractors and agents shall have access to any Crown Castle Equipment or facilities at a Licensee or end user premises. Notwithstanding anything to the contrary herein, Crown Castle shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Licensee (including, but not limited to, the failure to provide Crown Castle prompt access) and/or caused by any notice or access restrictions or requirements. “Demarcation Point” shall mean the network interface point where Crown Castle hands off the Product to Licensee. The Demarcation Point delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end. Licensee is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

7.2 Space and Power. Licensee shall procure and make available to Crown Castle, at Licensee’s locations and at end user locations where a Product is provided or licensed, at Licensee’s sole cost and expense, adequate space, AC power and HVAC for Crown Castle Equipment.

7.3 Property Owner Not Liable. Neither Licensee nor any of Licensee’s end-users shall have any recourse against any property owner or property manager of any premises to which any Product is delivered and/or at which Crown Castle Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Crown Castle, nor shall Crown Castle have any liability, for or on behalf of such property owner or property manager.

8. DEFAULT & REMEDIES

8.1 Default By Licensee; Suspension. In the event (i) Licensee fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Licensee breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Crown Castle may, at its sole option, either (a) terminate any and all Products, (b) suspend the affected Product to which the breach is related without further notice to Licensee, and/or (c) pursue any other remedies available to Crown Castle at law, or in equity.

8.2 Default By Crown Castle. Licensee may terminate a Product in the event Crown Castle breaches this Agreement with respect to such Product and such breach is not cured within thirty (30) days after Crown Castle’s receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Licensee may not terminate the Product if Crown Castle commences to cure within said thirty (30) days and thereafter diligently and continuously pursues such cure to completion, or Crown Castle provides Licensee reasonable assurance that the same breach to the same Product will not subsequently occur.

9. INSURANCE.

9.1 Insurance. Crown Castle shall procure and maintain the following insurance coverage:

- Commercial General and Umbrella Liability Insurance. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Crown Castle shall name the Licensee as an additional insured to provide coverage for the additional insured on a primary and non-contributory basis. The coverage provided to the additional insured shall apply to the extent of the indemnification obligation identified in paragraph 10.2.
- Workers Compensation Insurance. Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under an Order Form.

9.2 Type and Proof of Insurance. The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Product rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EXCLUDING CROWN CASTLE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.2 HEREOF, CROWN CASTLE'S TOTAL LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, TORTS, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS PAID OR PAYABLE BY LICENSEE TO CROWN CASTLE FOR THE AFFECTED PRODUCT DURING THE THIRTY SIX (36) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED *PROVIDED THAT* FOR ANY CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CROWN CASTLE, THE LIMITATION OF LIABILITY SHALL BE INCREASED TO THE AMOUNT OF CROWN CASTLE'S GENERAL LIABILITY INSURANCE UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 10.1 MODIFIES THE INSURANCE OBLIGATIONS OF CROWN CASTLE UNDER SECTION 9 OF THIS AGREEMENT. IN NO EVENT SHALL CROWN CASTLE BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF UNAFFILIATED THIRD PARTIES, INCLUDING UNDERLYING PRODUCT PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR PRODUCTS NOT PROVIDED OR LICENSED BY CROWN CASTLE.

10.2. Indemnification. Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Licensee shall indemnify, defend, release, and hold harmless Crown Castle and its Indemnitees from and against any third-party Claims brought against Crown Castle and its Indemnitees arising from or in connection with Licensee's (or its end users') unlawful use of a Product. Notwithstanding the above, the liability of the Licensee is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this Agreement shall be deemed to alter said waiver or to extend the liability of the Licensee beyond such limits, nor shall any obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the Licensee may be entitled.

10.3. Indemnification Process. If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party, which would otherwise adversely affect the Indemnified Party, or which results in less than a full release of all claims.

11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CROWN CASTLE MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND CROWN CASTLE HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE PRODUCT WITH ANY LICENSEE OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products (including but not limited to the FCC's "intermediate provider" requirements, 47 CFR § 64.2119, where applicable), and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 Confidentiality. "Proprietary Information" means any information supplied by the disclosing Party, or its Affiliate, to a receiving Party, or its Affiliate, or obtained by the receiving Party, or its Affiliate, in the provision or receiving of a Product hereunder, in each instance relating to the disclosing Party, its Affiliates, and/or its customers which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential, including but not limited to customer proprietary network information. Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party through no wrongful act of the receiving Party; (ii) information that is independently developed by the receiving Party without using any Proprietary Information of the disclosing Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Order Form hereunder, and the terms and conditions of this Agreement, are hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Each Party shall maintain in strict confidence all Proprietary Information of the other. Neither Party shall disclose Proprietary Information to any third person, except a receiving Party shall be permitted, without the disclosing Party's prior written consent, to disclose Proprietary Information to its employees and Affiliates, financial, technical and professional advisors, representatives, contractors, subcontractors and consultants provided that the receiving Party has taken reasonable steps to ensure that such Proprietary Information is kept strictly confidential consistent with the confidentiality obligations hereunder. In addition, Crown Castle may use the Proprietary Information of Licensee to offer and/or discuss additional Products or other Crown Castle products to Licensee unrelated to the Products Licensee currently receives pursuant to this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 Service Marks, Trademarks and Publicity. Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

13. ASSIGNMENT. Neither Party will assign or transfer this Agreement or any license or Order Form hereunder without the other Party's prior written consent, such consent not to be unreasonably withheld. Any assignment made in violation of this requirement shall be void and invalid. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party.

14. FORCE MAJEURE. Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Order Form due to any cause beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a "Force Majeure Event").

15. NOTICES. Any request to terminate this Agreement, or any claim for breach thereof, shall be in writing and transmitted either via (i) overnight courier or hand delivery, or (ii) certified or registered mail, postage prepaid and return receipt requested, to the other Party at the following address. Notices shall be deemed delivered upon receipt.

Address for Licensee Notices:

**City of Ormond Beach
Joyce Shanahan, City Manager
(with a Copy to City Attorney)**

MTLA Ormond Beach Crown Castle

Address for Crown Castle Notices:

CROWN CASTLE PROPRIETARY AND CONFIDENTIAL

22 South Beach Street
Ormond Beach, FL 32174

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department – Networks

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15. All other notices, requests, or communications may be transmitted by email as specified in the relevant invoice or Order Form or as otherwise directed by Crown Castle.

16. MISCELLANEOUS

16.1 Governing Law. 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.

16.2 No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

16.3 Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

16.4 Order of Precedence. If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these general terms and conditions and the terms of an Order Form, the terms of the Order Form will control.

16.5 Non-Exclusivity. This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Crown Castle may, as part of its normal business undertakings, actively market its products to any person or entity anywhere in the world, including but not limited to in competition with Licensee and/or Licensee's end users.

16.6 Non-Waiver. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Order Form, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

16.7 Survival. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

16.8 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

16.9 Severability; Void or Illegal Provisions. If any part of this Agreement, Supplement or an Order Form shall be determined to be invalid or unenforceable by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Order Form. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

16.10 Entire Agreement; Amendment. This Agreement, including all Supplements, Order Forms, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

16.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Order Forms are legally binding and shall act as originals for the purpose thereof.

16.12 Disconnection Notice Requirement. Licensee shall submit all requests for disconnection of Products in writing to Crown Castle. The effective date of any such disconnection will be the later of (i) thirty (30) days from Crown Castle's receipt of such disconnection request, or (ii) the date requested by Licensee in the disconnection request. Each disconnection request must specify the Licensee name and address, MTLA Ormond Beach Crown Castle

CROWN CASTLE PROPRIETARY AND CONFIDENTIAL

email address and telephone number of the person authorizing the disconnect, the circuit ID for the Product to which the disconnect request applies, the product type, and requested disconnection date. Upon termination of a Product, Crown Castle shall have the right (but not the obligation) to act on behalf of and as agent for Licensee to terminate all cross-connects relating to such Product, including cross-connects ordered by Licensee. Upon request Licensee shall confirm to the applicable supplier of the cross-connect(s) that Crown Castle is authorized to terminate such cross-connects on Licensee's behalf. Disconnections shall not affect Licensee's obligation to make payments as agreed in each Order Form.

The Parties have executed this Agreement as of the last date of execution below.

LICENSEE:	CROWN CASTLE FIBER LLC
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



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: Crown Castle Fiber LLC

BIDDER'S MAILING ADDRESS: 8020 Katy Freeway, Houston,

CITY-STATE-ZIP: Houston, Texas 77024

F.E.I.N. # 01-0570431

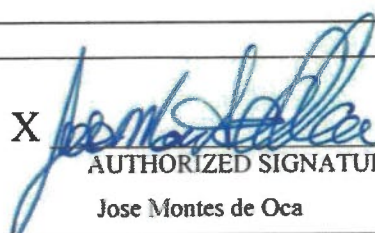
PHONE NUMBER: (407) 844-8612

EMAIL: bob.helmick@crowncastle.com

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X


AUTHORIZED SIGNATURE (MANUAL)

Jose Montes de Oca

NAME (TYPED)

Fiber Sales Director

TITLE

11/13/2024

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 not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The 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. The cut off for questions is 7 business days prior to the bid opening.

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

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 Fiber Sales Director of Crown Castle Fiber LLC
(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: November 13, 2024 Signed: Jose Montes de Oca

Entity: Crown Castle Fiber LLC Name: Jose Montes de Oca

Title: Fiber Sales Director

STATE OF: Florida COUNTY OF: miami dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of November, 2024, by Jose Montes de Oca and who: ☒ Is personally known to me; or ☐ has produced license as identification.

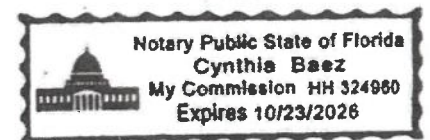
Cynthia Baez

Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: 10/23/2026

(seal)



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.

Crown Castle Fiber LLC

COMPANY NAME

AUTHORIZED SIGNATURE

Jose Montes De Oca

NAME

Fiber Sales Director

TITLE

DATE

11/13/24

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:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>11/08/2024</u>	<u>Addendum No. 1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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: Crown Castle Fiber LLC

VENDOR/CONTRACTOR LICENSE NUMBER: FL Lic # M17000009395

ADDRESS: 8020 Katy Freeway

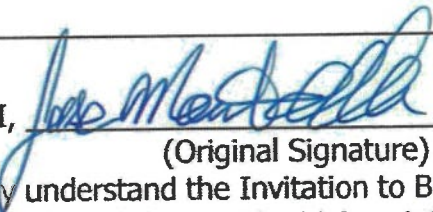
Houston, TX 77024

PHONE NO.: (407) 844-8612

EMAIL: Bob.helmick@CrownCastle.com
Jose.montesdeoca@CrownCastle.com

SUBMITTER'S NAME: Jose Montes de Oca
(Typed or Printed in Ink)

TITLE: Fiber Sales Director

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

<u>Item No:</u>	<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>	<u>Monthly Price:</u>	<u>Annual Price:</u>
1.	100meg circuit at Fire Station 94 2301 Airport Rd,	12	EA	\$599.00	\$7,188.00
2.	100meg circuit at Nova Community Center 440 N. Nova Road	12	EA	\$599.00	\$7,188.00
3.	1gig circuit Police Department 170 W Granada Blvd.	12	EA	1,075.00 \$	12,900.00 \$

BID SCHEDULE - Year 2

<u>Item No:</u>	<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>	<u>Monthly Price:</u>	<u>Annual Price:</u>
1.	100meg circuit at Fire Station 94 2301 Airport Rd,	12	EA	\$599.00	\$7,188.00
2.	100meg circuit at Nova Community Center 440 N. Nova Road	12	EA	599.00 \$	7,188.00 \$
3.	1gig circuit Police Department 170 W Granada Blvd.	12	EA	\$1,075.00	\$12,900.00

BID SCHEDULE - Year 3

<u>Item No:</u>	<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>	<u>Monthly Price:</u>	<u>Annual Price:</u>
1.	100meg circuit at Fire Station 94 2301 Airport Rd,	12	EA	\$599.00	\$7,188.00
2.	100meg circuit at Nova Community Center 440 N. Nova Road	12	EA	599.00 \$	7,188.00 \$
3.	1gig circuit Police Department 170 W				

Granada Blvd.

12

EA

\$1,075_____

\$12,900_____

TOTAL BID FOR INITIAL THREE YEAR TERM

\$81,828.00_____

(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.

Crown Castle Fiber LLC

COMPANY NAME


AUTHORIZED SIGNATURE

Jose Montes De Oca

NAME (PRINT OR TYPE)

Fiber Sales Director

TITLE

11/13/2024

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.

Crown Castle Fiber LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Jose Monte de Oca

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

11/20/2024

Internet Services

Prepared for: City of Ormond Beach, Florida
RFP Number: Bid 2025-11
Proposal submitted by: Crown Castle Fiber LLC

Bob Helmick
Commercial Account Executive
8517 S Park Cir, Suite 150, Orlando, FL 32819
T: (850) 364 - 7354 | M: (407) 844-8612
bob.helmick@crowncastle.com

The pathway to possible.

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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: Crown Castle Fiber LLC

BIDDER'S MAILING ADDRESS: 8020 Katy Freeway, Houston,

CITY-STATE-ZIP: Houston, Texas 77024

F.E.I.N. # 01-0570431

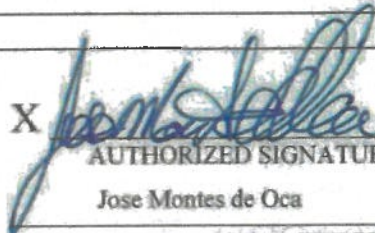
PHONE NUMBER: (407) 844-8612

EMAIL: bob.helmick@crowncastle.com

If returning as a "No Bid", please state reason (s):

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X


AUTHORIZED SIGNATURE (MANUAL)

Jose Montes de Oca

NAME (TYPED)

Fiber Sales Director

TITLE

11/13/2024

DATED



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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 Fiber Sales Director of Crown Castle Fiber LLC
(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: November 13, 2024 Signed: [Signature]

Entity: Crown Castle Fiber LLC Name: Jose Montes de Oca

Title: Fiber Sales Director

STATE OF: Florida COUNTY OF: miami Dade

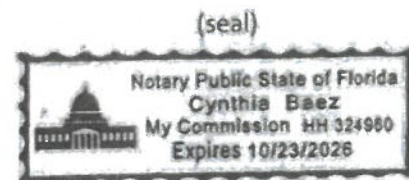
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of November, 2024, by Jose Montes de Oca and who: ☒ is personally known to me; or ☐ has produced license as identification.

Cynthia Baez

Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: 10/23/26



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.

Crown Castle Fiber LLC

COMPANY NAME

AUTHORIZED SIGNATURE

Jose Montes De Oca

NAME

Fiber Sales Director

TITLE

DATE

11/13/24

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:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>11/08/2024</u>	<u>Addendum No. 1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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: Crown Castle Fiber LLC

VENDOR/CONTRACTOR LICENSE NUMBER: FL Lic # M17000009395

ADDRESS: 8020 Katy Freeway

Houston, TX 77024

PHONE NO.: (407) 844-8612

EMAIL: Bob.helmick@CrownCastle.com

Jose.montesdeoca@CrownCastle.com

SUBMITTER'S NAME: Jose Montes de Oca

(Typed or Printed in Ink)

TITLE: Fiber Sales Director

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

<u>Item No:</u>	<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>	<u>Monthly Price:</u>	<u>Annual Price:</u>
1.	100meg circuit at Fire Station 94 2301 Airport Rd,	12	EA	\$599.00	\$7,188.00
2.	100meg circuit at Nova Community Center 440 N. Nova Road	12	EA	\$599.00	\$7,188.00
3.	1gig circuit Police Department 170 W Granada Blvd.	12	EA	1,075.00 \$	12,900.00 \$

BID SCHEDULE - Year 2

<u>Item No:</u>	<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>	<u>Monthly Price:</u>	<u>Annual Price:</u>
1.	100meg circuit at Fire Station 94 2301 Airport Rd,	12	EA	\$599.00	\$7,188.00
2.	100meg circuit at Nova Community Center 440 N. Nova Road	12	EA	599.00 \$	7,188.00 \$
3.	1gig circuit Police Department 170 W Granada Blvd.	12	EA	\$1,075.00	\$12,900.00

BID SCHEDULE - Year 3

<u>Item No:</u>	<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>	<u>Monthly Price:</u>	<u>Annual Price:</u>
1.	100meg circuit at Fire Station 94 2301 Airport Rd,	12	EA	\$599.00	\$7,188.00
2.	100meg circuit at Nova Community Center 440 N. Nova Road	12	EA	599.00 \$	7,188.00 \$
3.	1gig circuit Police Department 170 W				

Granada Blvd.

12

EA \$1,075_____ \$12,900_____

TOTAL BID FOR INITIAL THREE YEAR TERM

\$81,828.00_____

(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.

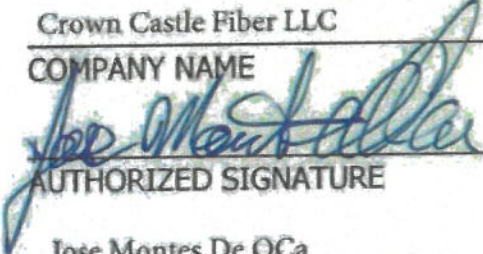
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts 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.

Crown Castle Fiber LLC

COMPANY NAME


AUTHORIZED SIGNATURE

Jose Montes De Oca

NAME (PRINT OR TYPE)

Fiber Sales Director

TITLE

11/13/2024

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.

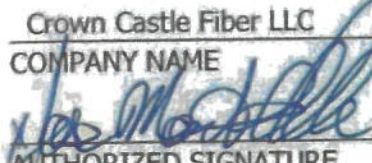
Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

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.

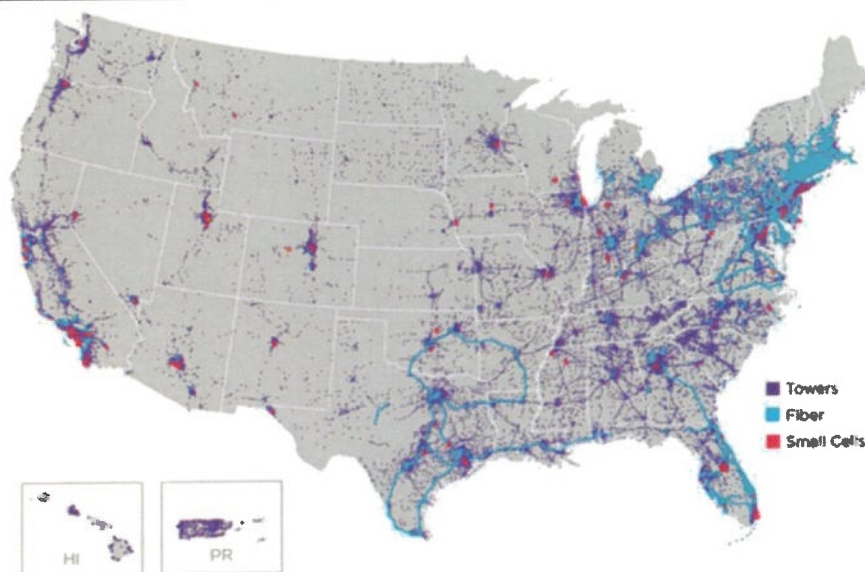
Crown Castle Fiber LLC
COMPANY NAME

AUTHORIZED SIGNATURE
Jose Monte de Oca
NAME (PRINT OR TYPE)

Executive Summary

Company Profile

Crown Castle Fiber LLC, the bidding entity here, is a wholly owned subsidiary of Crown Castle Inc., an S&P 500 company that is dedicated to long-term ownership and operation of communications infrastructure. Crown Castle owns and operates approximately 40,000 cell towers and 90,000 route miles of fiber supporting small cells and fiber solutions across every major US market. This nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology and wireless service – bringing information, ideas and innovations to the people and businesses that need them. Custom built networking solutions tailored to specific customer needs enable the highest levels of diversity, security, and protection.

ASSET PORTFOLIO FOOTPRINT



Company Experience

Crown Castle is a fiber solutions provider with a 30-year history of owning and operating communications infrastructure across the country. We work closely with our customers to build a solution that allows them to run their organizations today, while setting the stage for tomorrow's most transformative innovations. Through organic growth, strategic mergers and acquisitions, and an unwavering commitment to customer support and satisfaction, Crown Castle has positioned itself as a top provider of mission critical networking and broadband services utilizing end-to-end fiber connectivity.

Crown Castle's network also offers unparalleled local density and route diversity. Crown Castle is also proud to be one of the only fiber providers who can operate in the power space and diverse power line routes throughout most of our footprint. This makes it possible for customers to have diverse routing for their mission critical services. Crown Castle offers customers a complete suite of fiber-based networking solutions including Dark Fiber, Ethernet, Wavelengths, SONET, Video, Internet Access, Collocation, DDoS, SD-WAN Fixed Wireless, and Managed Security.

Crown Castle is committed to providing exceptional support and care to customers while ensuring industry-leading levels of service and reliability for their networks. At a time when the fiber industry is going through great changes, we're committed to being a dependable, stable partner that you can count on today, tomorrow, and for many years to come. Since we own our entire fiber network, we are directly invested in its integrity and can provide faster response times and issue resolution.

Crown Castle continually receives the highest marks and reviews in the industry for our operations and customer support. Since 2009, Atlantic-ACM has ranked us first in the industry in categories including Network Performance, Provisioning, and Customer Service.

Why Crown Castle?

Expertise:

- We are a certified E-rate Program Provider with experience implementing and managing both lit and dark fiber solutions for K-12 schools.

Consultation:

- We take the time to carefully consider all your needs and deliver a solution that meets your business requirements and opens up new opportunities.

Service:

- We have locally based service teams who are available to you whenever you need them, and with our around-the-clock Network Operations Center, you can be sure your network will always be in good hands.

Streamlined solution:

- With a single point of contact, you'll always know who to reach out to for all of your network needs.

Crown Castle Financial Summary

We are a wholly owned subsidiary of Crown Castle Inc., a Delaware corporation ("CCI"). CCI is an S&P 500 company and is a publicly traded company on the New York Stock Exchange (NYSE: CCI).

Key Financial Information about CCI:

- A Fortune 1000 company with approximately 4,700 employees nationwide as of January 31, 2024
- Total assets of \$38.246 Billion as of June 30, 2024
- Net revenues of \$6.981 Billion for the year ending December 31, 2023; Net revenues of \$1.626 Billion for the quarter ending June 30, 2024
- Market capitalization of approximately \$51 Billion as of September 9, 2024

Crown Castle Inc. is publicly traded and subject to Sections 13 and 15(d) of the Securities Exchange Act of 1934. Annual reports on Form 10-K under SEC Filings, and Corporate Financial Statements under Earnings Materials can be found on the Crown Castle Investor Page at: <https://investor.crowncastle.com/>

References

Available upon request.

Account Management

The Crown Castle team will provide City of Ormond Beach dedicated support for the proposed solution from Point of Sale through Implementation. We work hard to design solutions that not only meet today's needs, but also provide scalability for tomorrow's transformative innovations. Here in Florida and across the nation, our customers include:

- Schools and Universities
- Federal, State, and Local Governments
- Enterprises and Corporations
- Wireless Service Providers
- Carriers

Sales

Bob Helmick - Commercial Account Executive
Thomas DeFeo – Manager Fiber Enterprise Sales
Jose Montes De Oca - Director Fiber Enterprise Sales
Lonnie Maier - Managing Director Fiber Sales
Jeff Baker - SVP Fiber & Vertical Sales

Engineering

David Sohit – Senior Fiber Sales Engineering
Michael Piazzisi- Sales Engineering Director
Paul Smith - Sales Engineering Managing Director
Michael Sassano- Sales Engineering Managing Director
Kelly Brewer - SVP Network Strat & Tech

Client Services

Mario Cabana - Client Services Manager
Alexandra Quinn - Sr Manager Network Client Services
Dale Kammerich – Director Network Client Services
David Fagan - VP Sales Operations

Service Management

Janet Valencia - Manager Project Delivery
Joe Seles - Director Project Delivery
Rick Perkins – VP Regional Implementation & Operations

Additionally, Crown Castle has a Florida -based team of qualified technicians and engineers to install, test, and troubleshoot circuits and services.

E-rate Expertise

E-rate, the schools and libraries Universal Service support mechanism, provides discounts to assist eligible schools and libraries in the United States in obtaining affordable telecommunications and internet access solutions. With participation in the E-rate program for over 20 years and dedicated E-rate personnel, we are experts in the field aiding our customers to participate in the program through a seamless process. One of Crown Castle’s prime missions is to provide fiber-based WAN services for academic institutions through this E-rate program. Crown Castle currently serves over 500 educational institutions and is among the top 10 service providers across the country for E-rate funding.

Bidding entity: Crown Castle Fiber LLC
SPIN (498 ID) # 143005274
FCCRN # 0006-2544-03

Green Light Status



Commission Registration System (CORES)

Associate Username to FRN
| Manage Existing
FRNs & FRN Financial
Register New FRN | Reset
FRN Password
| Search for FRN

Logged In As: pcc.correspondence@crowncastle.com | Logout

FCC Registration

FCC > FCC Registration > Manage Existing FRNs > FRN Financial

FRN Financial

Manage FRNs

FRN Financial

Show 10 entries

Search:

FRN	FRN Name	Red Light Status	Action
0006254403	Crown Castle Fiber LLC	Green Light	View/Make Payments

Showing 1 to 1 of 1 entries

Previous 1 Next

[Go Back](#)

Evidence of filed 473 SPAC Form

Records / Service Providers

#143005274 - Crown Castle Fiber LLC

CREATE A CUSTOMER SERVICE CA...

CREATE APPEAL

Summary

Customer Service Cases

Consulting Firms

FCC Forms

FRN Appeals

News

Related Actions

Organization Details

Name

Crown Castle Fiber LLC

Doing Business As

fka Lighttower Fiber Networks II, LLC

SPIN

143005274

Organization Type

Service Provider Organization

DUNS Number

876484593

Status

Active

FCC Form 473/SPAC Filed

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024

Product Overview

Crown Castle's Dedicated Internet Service

Crown Castle offers superior performance and reliability by design. The combination of multiple Tier-1 interconnection points, coupled with award-winning service and support, ensures that Crown Castle's Internet Access Service will be reliable and available when needed. Our Internet Access Service offers flexible connectivity options with bandwidth rates from 10 Mbps up to 100 Gbps, with the option to burst above subscribed bandwidth rates when needed.

Features:

- Multiple, private, and geographically diverse Tier-1 Internet connections ensure reliable access
- Robust metro and backbone network infrastructures
- Fiber routes that are diverse from other service providers
- 24x7 geographically diverse NOC monitors network status network services
- Class C IP addresses available to meet your needs. A /30 IPv4 & one /48 IPv6 WAN subnet block. Larger IP subnet blocks are available for an additional monthly cost and may require approval and justification.
- IPV6-compatible, dual stack connection capable
- Configuration of routing and primary/secondary DNS registration
- Connectivity and performance verification
- E-LAN Internet access sharing support

Crown Castle POPs are designed for network fault tolerance and performance reliability:

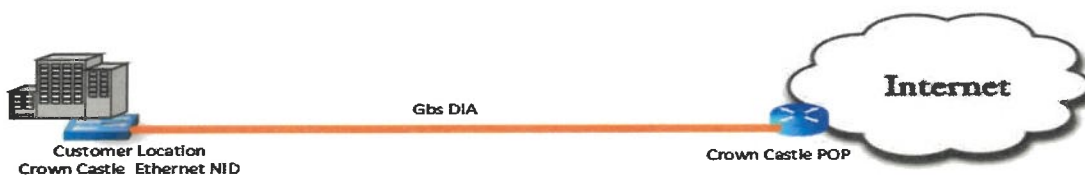
- Multiple POEs
- Diverse DC power plants with generator back-ups
- 24x7x365 physical access to the facilities
- Dedicated electrical circuits from the public utility company
- Environmentally controlled spaces
- UPS electrical power back-ups

Crown Castle MPLS routers and switches at aggregation and core POPs are equipped with maximum hardware redundancy, including:

- A switched core architecture that provides resiliency and backbone efficiency
- Aggregation switches to help conserve ports on core routers
- Dual routing engines
- Redundant switch control boards
- Redundant power modules and fan trays

Proposed Customer Premise Equipment: MRV-OS606 (or equivalent)

- Please refer to the Attachments section of the RFP for the Equipment MRV-OS606 Spec Sheet.



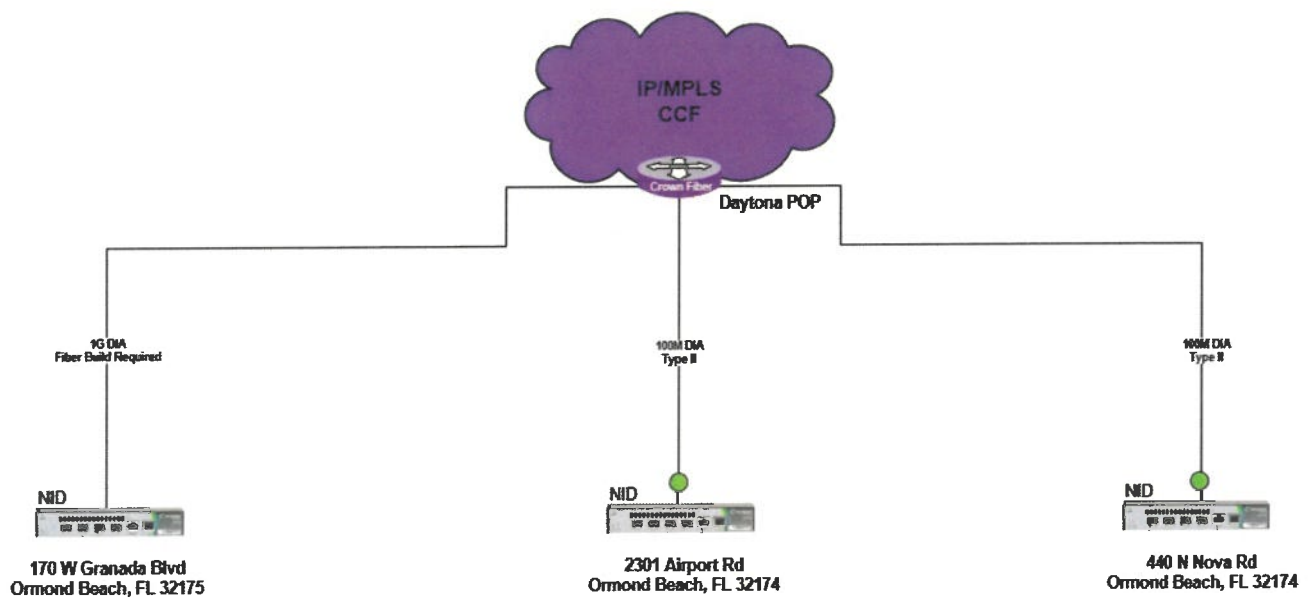
DIA Product Features

	Standard Product Features				Value Added Features (VAF)			
	DIA	IA	DIA + FW	IA + FW	HA	NGFW	UTM	DDoS
Crown Castle Internet Access		✓		✓				
Crown Castle Dedicated Internet Access	✓		✓					
Director/Analytics Portal Access					✓	✓	✓	✓
Static Routes			✓	✓				
BGP (eBGP)			✓	✓				
NAT or Port Forwarding			✓	✓				
802.1q handoff support			✓	✓				
LAN side - two IP handoffs			✓	✓				
LAG (LAN Side Only) w/ LACP support			✓	✓				
WAN Load Balancing via BGP			✓	✓				
Standard Layer 4 stateful firewall			✓	✓				
High Availability (VRRP)					✓			
IP Filtering						✓		
URL/Content Filtering						✓		
SSL Inspection						✓		
DNS Security and Filtering						✓		
Anti-virus							✓	
IDS/IPS							✓	
File Filtering							✓	
DDoS Defense								✓

What is included in this service?

With this service, enterprise organizations will receive:

- Internet Access Connection
- Hardware
- Software enabled with L4 firewall
- Installation, provisioning, configuration
- Monitoring
- Change Management and Configuration changes
- Option to add the following value features for an additional MRC:
 - High Availability (HA)
 - Next Gen Firewall (NGFW)
 - Unified Threat Management
 - DDoS Defense



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Revision #: 1

Senior Sales Engineer: David Sohil

Customer: City of Ormond Beach CR331902-01



Implementation Services Plan

Project Managers (PMs) are responsible for managing the delivery of services to Crown Castle customers. The PM role is comprised of four stages - Order Validation, Order Kickoff, Service Provisioning and Order Completion.

Project Managers (PMs) will:

- Coordinate and lead customer meetings, including customer kick-off calls and regularly scheduled customer status update calls.
- Manage the activities of internal Crown Castle operational and engineering groups to ensure proper planning, communications, and implementation of solutions.
- Communicate customer requirements to other project stake holders to achieve required results.
- Perform critical path analysis for projects to identify and manage all aspects of the service deployment and mitigate identified risks.
- Develop a relationship with the customer and serve as the primary point of contact for project status and deliverables.
- Resolve issues in a timely fashion as they present themselves during the project interval.
- Upon project completion ensure project documents are complete, accurate, and archived appropriately. Deliver all required customer turn-up documentation to identified point of contact.

Project Plan

Summarized below are the “key” milestones and activities that make up a significant portion of the implementation timeline for network installation. The plan below is flexible, and Crown Castle can adjust to meet the needs of the customer should you desire to meet with a project manager and other project team members more or less often.

“Key” milestones associated with the Project Plan:

Kickoff meeting: Once a signed contract is received, the designated project manager is assigned to the project and will schedule a kickoff meeting with all parties involved in the installation. Timelines and milestones will be discussed and agreed upon. Space and electrical requirements will be discussed for each individual site. Priority sites will be identified and receive precedence. Ongoing updates will be provided by the assigned project manager.

Aerial Network Extensions: This activity covers all required engineering, design, and documentation, the formal Right of Way and Municipal consent applications and approvals and the physical installation of the fiber optic cabling on utility infrastructure.

Building Entry Construction: Crown Castle will perform site surveys and document all engineering and construction work required to physically install the fiber optic network including outside conduit and inside extended wiring.

Splicing Termination and Testing: This activity takes place once construction of the aerial network and building entries are completed. Proposed WAN undergoes testing, acceptance and turn up.

Turn Over and Billing: Crown Castle will coordinate all testing of the network with the customer. Once the WAN is performing as contracted, Crown Castle will turn over the network to the customer and initialize billing.

Each of the above milestones includes numerous activities that will be completed by Crown Castle across the design/engineering and construction of the network:

System Design/Engineering

Crown Castle shall provide complete design services. These services shall be:

Fiber Route: The Fiber Route consists of all buildings, streets, poles, conduits and manholes used for routing connectivity. The routing shall include:

- Overall Route Survey
- Trunk and Lateral Cabling Distances
- Pole & Span Measuring
- Conduit Evaluations
- Drafting and Strand Maps
- Ownership Submittals

Make Ready: Make Ready consists of all engineering and submittals for making the system compliant with the utilities guidelines for attaching or having fiber cable in the communications space. The make ready engineering shall specify:

- Cable Clearances
- Utility Pole Replacement
- Conduit and Pole Permits

Service Entrance: Service Entrance Engineering determines where the service enters and terminates in a structure. The Service Entrance Engineering shall include:

- Service Entrance Surveys
- Service Entrance Drawings

System Construction

Crown Castle shall provide all construction and make ready necessary to establish the service. The following procedures shall be taken prior to installation:

- Develop a comprehensive overall design package
- Obtain all necessary permits
- Organize and direct pre-construction meetings
- Obtain all necessary insurance and bonding

Our services during the installation phase shall include:

- Initial Project kick-off review meeting with the customers project staff
- Site visits with the customers project staff
- Contract schedule and equipment delivery monitoring
- Shop drawings and submittals review
- System design updates
- Make-ready pole work

- Demarcation extensions in each building to the predetermined equipment rack location
- System stranding and accessories
- Optical cabling and accessories to provide single mode fiber to each building
- Splicing
- Final system testing
- Power Meter
- OTDR

Loss Estimates: The Loss Estimates shall be calculations based on the actual field conditions that will show the estimated loss and dispersion characteristics for each link. The calculations show:

- Fiber Optic Attenuation
- Fiber Optic Connector Loss
- Splice Loss
- Total Passive System Attenuation
- Chromatic Dispersion (ICB)

Test and Accept Example

At the completion of the Fiber Engineering and Provisioning tasks, Field Operations will be dispatched to complete the required Customer Premise Equipment (CPE) installation and RFC 2544 testing of the circuit (sample RFC testing below). Crown Castle's dedicated Test and Turn Up group will work with Field Operation in the testing stages and with the customer for turn-up.

Sample Test Results

RFC 2544 Ethernet Test Report

Configuration Name	1g test
Customer	NYSE-Euronext
Technician	Adam Cohen
Location	777 Central Blvd
Comments	36244-et
Date	09/28/2012
Time Start	04:54:17 PM
Time End	05:09:46 PM
RFC 2544 Mode	Symmetric
Test Instrument Name	T-BERD/MTS5800
Serial Number	WMD0100820045
Software Revision	BERT 3.0

RFC 2544 Ethernet Test Report

Test Set Setup

Termination	1GigE Layer 2 Traffic Term
Pause Advrt	Both
FDX Capable	Yes
HDX Capable	Yes
Framing	DIX
Encapsulation	None
Source Address	00:80:16:8A:69:90
Destination Address	00:80:16:8A:69:9D

Auto Negotiation Status

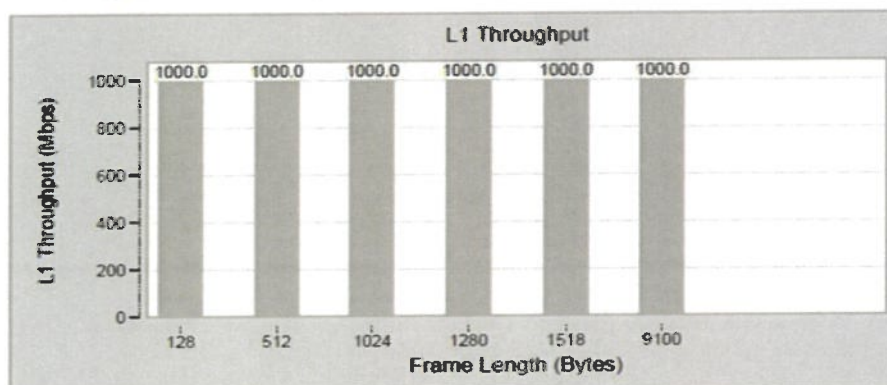
Pause Capable	Both Rx and Tx
FDX Capable	Yes
HDX Capable	Yes

Test Configuration

Tests to Run	Throughput Latency (RTD) Frame Loss Rate
Maximum Test Bandwidth	1000.00 Mbps
Frame Lengths	128, 512, 1024, 1280, 1518, 9100
Bandwidth Measurement Accuracy	To within 0.01 (Mbps)
Throughput Zeroing-in Process	RFC 2544 Standard
Throughput Frame Loss Tolerance	0%
Throughput Trial Duration	20 seconds
Throughput Pass Threshold	Not Selected
Number of Latency (RTD) Trials	2 trials
Latency (RTD) Trial Duration	20 seconds
Latency (RTD) Load	100%
Latency (RTD) Pass Threshold	Not Selected
Frame Loss Test Procedure	RFC 2544
Frame Loss Trial Duration	20 seconds
Frame Loss Bandwidth Granularity	100 Mbps

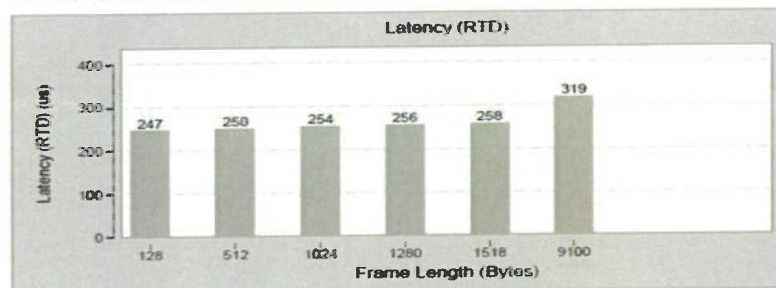
RFC 2544 Ethernet Test Report

Throughput Test Results:



RFC 2544 Ethernet Test Report

Latency (RTD) Test Results:



Frame Length (Bytes)	Latency (us)	Measured L1 Rate (Mbps)	Measured L1 (% of Line Rate)	Measured Rate (frms/sec)	Pause Detected
128	247	999.96	99.996	844561	No
512	250	999.96	99.996	234953	No
1024	254	999.96	99.996	119727	No
1280	256	999.96	99.996	96150	No
1518	258	999.97	99.997	81272	No
9100	319	999.99	99.999	13706	No

Timeline

The network is estimated to be complete approximately 90-120 Days after the execution of an agreement.

Project Timeline - Estimated Time Frame:

- Day 1-Order signed
- Day 3-Order verified, and, in the system, task assignments begin
- Day 15-Initial engineering package to build laterals completed, submit to APS, local Agencies, etc
- Day 30-Engineering of fiber splicing and patch installation completed, assign tasks to splicing teams, schedule for after lateral build is completed
- Day 45-Follow up on new lateral applications, work through any concerns that any of the various agencies have
- Day 50-Verify BOM with vendor, place order for appropriate fiber and equipment (fiber termination panels)
- Day 60-Receive approval for build of new lateral, finalize construction design, and submit order to 3rd party construction firm
- Day 70-Lateral builds begins
- Day 80-Schedule splicing to coincide with completion of lateral build
- Day 90-Lateral build complete
- Day 95-Splicing complete, OTDR testing of fibers can begin
- Day 100-Testing of fibers complete, test results recorded.
- Day 105-Hand-over of network to customer
- Day 120-Customer accepts network, billing begins

Please note that above timeframes are estimates only.

Sample Circuit Completion and Activation Notice



Circuit Completion and Activation Notice Design Layout Record (DLR)

March 3, 2019

Best Customer Ever
1234 Anystreet
Anywhere, MA 12345

It is a pleasure to inform you that your Crown Castle service as described below has been completed. Your Service/Circuit ID is listed below. Please refer to this ID number for all future inquiries regarding this service. The billing commencement date is 03/17/2017.

Sincerely,

Anyone Positive
Project Manager
Phone: 123-456-7890
E-mail: anyone.positive@crowncastle.com

ORDER DETAILS

Summary:	Install 10Gig MPON protected with single lateral into 1234 Acme Rd, 6th Fl, Arlington VA 22206		
Service Number:	S111111	Customer Order #:	
CC CCID:	111111-ET-AAAAAAA2-AAAAAAA6	Cust Circuit ID:	
Order Type:	New Service		
Service Category:	Wavelength	NRC:	\$0.00
Service Type:	MPON Node	MRC:	\$9,250.00
Service Speed:	10Gbps	Term:	60
VLAN ID:		Bill Start:	03/17/2017
		Service Exp:	03/16/2022
Location A:	1234 Acme Rd	Location Z:	1625 N Roadrunner
Dr	6th Floor Arlington, VA 22206		1st Floor Arlington, VA 22205
Demarc:		Demarc:	
Rack:	customer rack	Rack:	customer rack
Shelf:	AAAAAA2N71	Shelf:	AAAAAAA6N71
Port:	Slot 1 port 17/18	Port:	Slot 1 port 17/18
Other CFA:		Other CFA:	
Client Interface:	10 Gige (Single Mode) -LC	Client Interface:	10 Gige (Single
Mode) -LC			
Extended Demark:		Extended Demark:	One lateral in via
1625 Roadrunner,			one in via 1701
			Roadrunner

Comment _____

CUSTOMER CONTACT INFORMATION

Name:	Wile E. Coyote	E-mail:	wecoyote@bce.com
Job Title:	Network Architect	Phone:	123-456-7890
Type:	Primary Technical Contact	Cell:	987-654-3210
Name:	Road Runner	E-mail:	rrunner@acme.com
Job Title:	Network Administrator	Phone:	222-333-4444



Crown Castle Customer Center Portal

The Customer Center portal provides around the clock access to information about your services from Crown Castle, including Billing, Orders, Services, Support and your Account Team contacts. Below are some sample screen shots.

The screenshot displays the Crown Castle Customer Center Portal. The header is a dark blue bar with the Crown Castle logo on the left, the email address FIRST.LAST@CROWNCastle.COM, the account name, and a LOG OUT link on the right. Below the header, the text 'CUSTOMER CENTER' is visible, followed by a navigation menu with links: BILLING, ORDERS, SERVICES, DOCUMENTS, SUPPORT, ACCOUNT TEAM, MY PROFILE, ACCOUNT ADMIN, ADMIN, and USER ACTIVITY. A large phone number, 1-855-93-FIBER, is prominently displayed. The main content area features five light blue boxes for BILLING, ORDERS, SERVICES, DOCUMENTS, and SUPPORT, each with a description, a list of links (e.g., RECENT INVOICES, ALL INVOICES), and an icon. To the right of these boxes is a NOTIFICATION CENTER showing 'You have 0 message(s)' and a 'NO MESSAGES' button. At the bottom, a footer contains copyright information for 2023 and Crown Castle Contacts, including the NOC and Billing phone numbers.

CROWN CASTLE
CUSTOMER CENTER

FIRST.LAST@CROWNCastle.COM ACCOUNT NAME LOG OUT

1-855-93-FIBER

BILLING ORDERS SERVICES DOCUMENTS SUPPORT ACCOUNT TEAM

MY PROFILE ACCOUNT ADMIN ADMIN USER ACTIVITY

BILLING
View and print up to six months of billing history. View and print up to six months of billing history.
[RECENT INVOICES](#)
[ALL INVOICES >](#)

ORDERS
View order history and current order status.
[ALL ORDERS >](#)

SERVICES
View service history, details, and statuses.
[ALL SERVICES >](#)

DOCUMENTS
View Portal documents.
[DOCUMENTS >](#)

SUPPORT
View up to six months of support ticket history and statuses.
[GET SUPPORT >](#)

How do I use this page?

NOTIFICATION CENTER
You have 0 message(s).
[NO MESSAGES >](#)

© 2023 Crown Castle. All Rights Reserved
Crown Castle Acceptable Use Policy
Crown Castle Ethics Policy

Crown Castle Contacts
Crown Castle NOC: 1-855-93-FIBER
Crown Castle Billing: 1-855-91-FIBER - Option 3

Services Screen: Circuit View example. Click any circuit to see specific Service Details

Circuit ID	Service Number	Order Number	Speed	Change Log	DDoS
123456-ABCD-AA		0123456	1Gbps	123456-WAVE-ABC	0
123457-ABCD-AA		0123457	10Gbps	123457-WAVE-ABC	0
123458-ABCD-AA		0123458	1Gbps	123458-NET-ABC	0
123459-ABCD-AA		0123459	2Gbps	123459-NET-ABC	0
123460-ABCD-AA		0123460	100Gbps	123460-NET-ABC	0
123461-ABCD-AA				123461-NET-ABC	0
123462-ABCD-AA				123462-WAVE-ABC	0
123463-ABCD-AA		0123463	1Gbps	123463-WAVE-ABC	0
123464-ABCD-AA		0123464	1Gbps	123464-WAVE-ABC	0
123465-ABCD-AA		0123465		123465-NET-ABC	0

Open NOC ticket on any circuit.

Use advanced filters to search. Begin typing any circuit ID to locate specific ID.

Orders Screen: Here you will find pending and completed order information. Need status of a current order? Simply click on the Order# in column 1 and it will then show all information pertaining to that order.

Orders

Order #	Account	Order Type	Status	Legacy Order #	Term in Months	Creation Date
0123456		Renewal/Replac...	Validation	2002-01234	36	Jul 14, 2002
0123456		Change	Validation	2002-01234	3	Jul 12, 2002
0123456		Change	Validation	2002-01234	3	Jul 12, 2002
0123456		New Service	Provisioning	2002-01234	60	Jul 08, 2002
0123456		New Service	Provisioning	2002-01234	30	Jun 15, 2002
0123456		Change	Complete	2002-01234	23	Jun 02, 2002
0123456			Provisioning	2002-01234	36	May 28, 2002
0123456	Company Name	New Service	Provisioning	2002-01234	36	May 28, 2002
0123456	Company Name	New Service	Complete	2002-01234	18	May 17, 2002
0123456			Provisioning	2002-01234	36	May 17, 2002

Advance/Go Back by page when searching numerous records.

Use advanced search features to sort or filter by status. Contact your account team for order type definitions.

Support Screen: This section of the site will allow you to create a new ticket, view pending and closed tickets, and interact directly with the NOC via integrated messaging.

Link to specific ticket detail.

Use advanced filters to narrow results.

Sort by circuit ID.

Ticket #	Status	Trouble Reported	Start Date	Service Number	Circuit ID	Customer Circuit ID
CCF12345678	In Progress	Sort Ascending	Jun 21, 2022	5123456	123456-ABCD-E...	2022-12345
CCF12345678	In Progress	Sort Descending	Jun 21, 2022	5123456	123456-ABCD-E...	
CCF12345678	Closed	Columns	Jun 20, 2022	5123456	123456-ABCD-E...	
CCF12345678	Closed	Unlock	Jun 20, 2022	5123456	123456-ABCD-E...	
CCF12345678	In Progress	Lock	Jun 20, 2022	5123456	123456-ABCD-E...	
CCF12345678	Closed	Filters	Jun 20, 2022	5123456	123456-ABCD-E...	
CCF12345678	Closed				123456-ABCD-E...	
CCF12345678	Closed	Service Down			123456-ABCD-E...	
CCF12345678	Closed	Service Down			123456-ABCD-E...	2022-12345
CCF12345678	Closed	Power			123456-ABCD-E...	2022-12345

Displaying orders 1 - 10 of 321

NOC Messaging Screen: Create Notes and view comments history.

Create Note

Submit

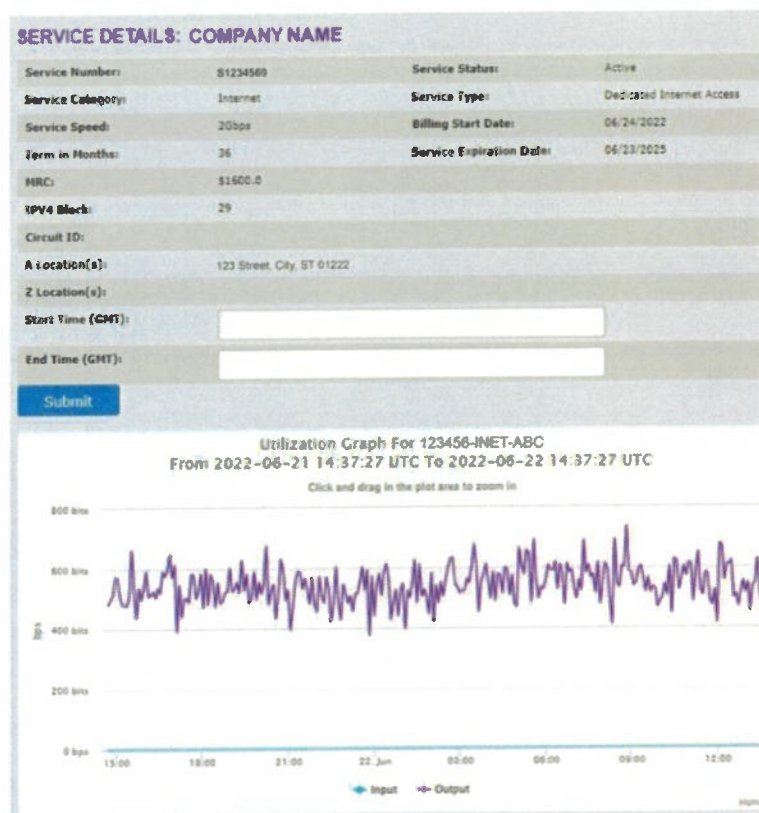
Customer Updates

Crown Castle Comment At: 2/9/2022 10:09 AM

Hello Valued Customer: The Crown Castle Fiber NOC received alarms indicating CPE Lost Power/Dying Gasp/Unrecoverable condition (e.g. a power failure) has occurred in CPE/Link Down. Please advise if there is any work or maintenance being performed that could be impacting this service. Please also verify power and equipment on site. You can get back to us at 855-933-4237 or by replying to this message. Thank you. Crown Castle Fiber Network Operations Center Results: Message sent successfully.

<< Back to Tickets

Service Utilization Statistics Screen: Utilization graphs are real-time statistics that allow you to monitor and manage your E-Line and Internet service bandwidth more effectively. You will be able to see your information in easy-to-view graphs, and you can display your information across multiple time periods:



***The above utilization graph is only an example. The Service Utilization Statistics Screen varies in certain Crown Castle Markets.

These graphs are useful for:

- Long Term Capacity Planning - Analyze your bandwidth across time to plan long-term resource allocation across your entire network.
- Short Term Capacity Management - View real-time graphs to understand how data is traversing your network and optimize your connections accordingly.
- End-User Experience Management - Make sure your internal customers are satisfied by detecting performance fall-off early and taking preemptive action to resolve service degradations before end-users are impacted.
- Non-Intrusive Visibility - Unlike other network reporting tools, Crown Castle Network Statistics does not need an in-line probe. The equipment that we deliver your bandwidth on supports Network Reporting.
- Executive Reporting - Provide easy-to-view graphs of your network to your internal customers.

Crown Castle Utilization Bandwidth graphing is just one more tool that Crown Castle provides. It empowers you and your organization to more effectively deploy, manage, solve, and optimize your network environment.

Network Management Services for Monitoring and Alerting

Geographic Diverse Locations

Generator & UPS Protected Facilities
On-Net Network Connectivity

- Melville, New York
- Rochester, New York
- Doral, Florida
- Canonsburg, Pennsylvania

Systems & Tools

- Microsoft CRM
- NETCRACKER
- OSP Insight GIS System
- Operations Data Warehouse
- Traffic / Taper Reporting Tool

Trouble Ticket Management

- 24x7 Onsite Management Support
- Tier I & II Troubleshooting
- Incident Management
- Customer Communications & Escalations
- Technical Support Engineers
- Tier III Troubleshooting
- Vendor TAC Engagement
- Engineering Engagement

Network Operations Center Systems and Tools

IBM Tivoli NETCOOL Network Management System

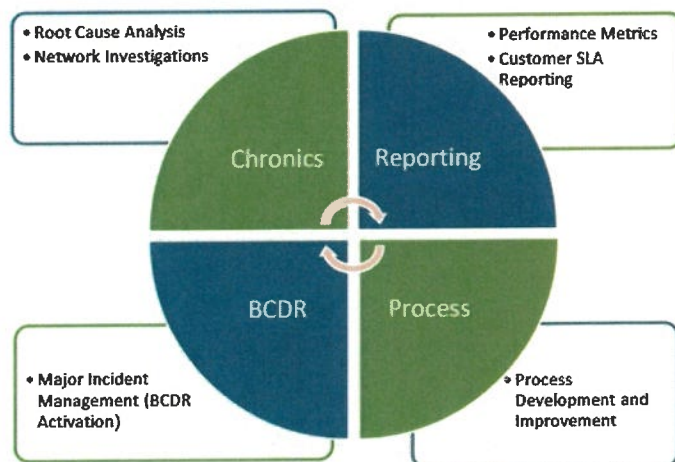
- Automation & Enhancements
- Alarm Filtering
- Alarm Enrichment
- Backbone Topology MAPS
- Customizable, dedicated customer alarm views

Microsoft Dynamics CRM Ticketing System

- Automation & Enhancements
- Automatic Notification upon ticket creation
- Standardize Templates for Communication
- Automatic Ticket Assignments
- Automated management escalation of unresolved Trouble tickets.

Customers may report problems by:

- Calling our NOC: 855-93-FIBER
- Via Email: FiberSupport@CrownCastle.COM
- Through the CCF Portal



Priority descriptions and response times are:

Priority 1: Services are down or severely degraded to the point of unusable. Continuous effort is applied until services are restored.

- Time to repair: 4 hours | Status Update Frequency: 1 hour

Priority 2: Services are in simplex condition (working or protect path down, but still operational) or service is errored but not to the point of service disrupting. Efforts made to restore service would be limited to those efforts that will not worsen the condition. Service affecting repair efforts would be reserved for scheduled, agreed upon, maintenance windows.

- Time to repair: 10 hours | Status Update Frequency: 2-4 hours

Priority 3: Non-Service affecting issues, requests for information, root cause analysis of previous service disruption that has cleared, requests for changes to service.

- Time to repair: N/A | Status Update Frequency: N/A

Crown Castle NOC Escalation List

Title	Name	Email	Phone
NOC Supervisor	On duty	FiberSupport@crowncastle.com	Primary: 1-855-93-FIBER Secondary: (844) 584-4237 Non-toll-free: (844) 458-7799
Manager, NOC Operations	Tommy Fay	Thomas.Fay@crowncastle.com	(713) 353-9484
Sr. Manager, NOC Operations	Miles O'Shaughnessy	Miles.OShaughnessy@crowncastle.com	(713) 353-9486
Director, NOC Operations	Steve George	Stephen.George@crowncastle.com	(713) 353-9487
Vice President, Network Operations	Sheldon Jordan	Sheldon.S.Jordan@crowncastle.com	(713) 353-9488

Our standard practice for Change Management/Maintenance events is to proactively notify affected customers a minimum of 1 week in advance for any planned maintenance events. Emergency events are the exception. You may also contact your assigned Client Service Manager for this and other requests, such as: billing, moves, adds, and changes.

Crown Castle Business Continuity

Today, there are many steps already being taken and actions defined within Crown Castle's standard operating policies and procedures that serve or act as business continuity guidelines.

- Diversity in Network Operations Centers from a systems and connectivity perspective, as well as geography.
- All NOC systems are supported by secondary power supplies, both UPS and generator.
- All NOC technicians are equipped with full remote secure logins and voice capability for remote access in all regions to perform their duties and responsibilities.
- Each region maintains maintenance spares depot for all core equipment technology hardware deployed within the network and region. Lessens our dependency on the manufacturer and decreases MTTR (mean time to repair).
- Operations team has a clear escalation and call-out policy and plan that is updated and reviewed weekly to determine coverage and back-up requirements.
- Emergency call-out agreements with retainer fees are established with prime vendors in all regions for support of the physical plant. This includes spare components and fiber cable to handle any network impact.
- All network equipment configurations are backed up and archived to facilitate immediate restoration in the event of network element failure.
- Establish a crisis conference bridge for all updates and information sharing during any event.

Response Highlights

HIGHLIGHT	YES/NO	COMMENTS
100% Owned Fiber	YES	All fiber spans/routes included in the Crown Castle response are owned and maintained by Crown Castle.
Dedicated Project Team	YES	Crown Castle will provide a dedicated Project Management team that will assist City of Ormond Beach from start to completion, providing timely updates throughout the deployment of the new Network.
Implemented Networks of Similar Scope	YES	Crown Castle has deployed and is currently managing several large enterprise customers of similar size and scope.
Competitive Advantages	YES	• Crown Castle has extensive expertise and is solely focused on designing and deploying large, complex data networks for commercial corporations across all verticals, and other network providers. • Crown Castle designs networks for optimal latency measurements. • Crown Castle operates its own fiber plant and is not reliant on other network providers. We design our networks without reliance on carrier Central Offices. • Crown Castle core competency is building fiber into customer locations to create a complete design for the managed service. • Crown Castle will provide an experienced implementation team and 7x24x365 post cutover NOC support.



Customer Notifications and Scheduling

Change Management's (CM's) mission is to coordinate and manage maintenance events within Crown Castle's Network to maximize network availability, to minimize disruption to its customer base, and to ensure that each affected customer receives timely notification of scheduled, service-affecting (SA) maintenance events.

Crown Castle's standard maintenance window is defined as 00:01 to 06:00 for all Service Affecting activities.

If a service-affecting maintenance event is scheduled, Crown Castle's Change Management Department will notify its impacted customers in advance of the pending maintenance event using the following guidelines:

- **Service Affecting Maintenance:**
 - **Minimum of 10 business day advance notice ***
- **Emergency:**
 - **As much notice as possible**

**-Crown Castle will work with its clients to attempt to reschedule an event if requested.*

- **Vendor or SA Maintenance:** Crown Castle will send customer notifications no less than 10 business days in advance of the scheduled maintenance event, including scheduled vendor-initiated events. If Crown Castle does not receive more than 10 business days' notice from its vendors, Crown Castle will attempt to reschedule. If Crown Castle is unsuccessful, Crown Castle will provide customers as much notice as possible. If scheduling conflicts arise, Crown Castle will work with its vendors in an attempt to reach a mutually-agreed-upon reschedule date. (whenever possible)
- **Emergency Maintenance:** In the event of a network emergency (active or pending), Crown Castle will provide customers affected by the maintenance as much notice as possible. Change Management will review emergency maintenance scheduling with senior CM management as required.
- **Maintenance Cancellation or Rescheduling:** Crown Castle will provide customers with as much notice as possible when maintenance events are either cancelled or rescheduled. Should the need to reschedule a maintenance event arise, the new date will adhere to the aforementioned policies, as if it were a new maintenance request.
- **Status Notifications.** Crown Castle will send status notices to its customers at the beginning and completion of each maintenance.

Date and Time: November 20, 2024 at 2:00 PM

[illegible]


 Tabulated by: ~~Rob Hart~~
 Purchasing: 

Opened by: **Chuck Osteen** *Kelly A. McGuire*
Information Technology *Finance Director*

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City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-58
Strategic Goal:	Transportation & Community Development - Update airport operations		
Department:	Economic Development - Airport		
Subject:	FDOT Grant Agreement		
Summary:	The existing gates and access control systems in the southeast quadrant have exceeded their useful life. Lightning strikes, accompanied by an old and failing grounding system, have caused damage to gate motors as well as access control systems over time. The airport's motorized gates are governed by antiquated technology that fails or works intermittently depending on factors such as humidity and weather. The airport's capabilities to maintain these access control systems has become limited by the availability of replacement parts on the commercial market and parts that are available are increasingly more expensive. This request is for the authorization to execute a grant agreement between the City and the Florida Department of Transportation (FDOT) to provide funding for design, bidding and construction services needed to replace the vehicular access gates in the southeast quadrant of the Ormond Beach Municipal Airport. This project will produce the necessary design and bidding materials required to acquire and install new gates. Replacement of these gates is an element of the larger airport security upgrades project in the approved capital improvement plan for the airport. The installation of new slide gates, gate motors and access control systems will provide safe and dependable access to the Airport Operations Area by airport tenants, users, and emergency responders. There is an immediate need for these gates to be replaced, as they are not reliable and require extensive maintenance efforts in their current condition. A new, reliable gate and access control system will allow the airport's staff to more effectively monitor and maintain airport security.		
Financial Impact:	The total cost is estimated at \$136,500. The grant presented for approval herein provides FDOT funding of 80% (\$109,200). The total		

	obligation from the Airport Fund is estimated at \$27,300. If bids received for the new gates are higher than anticipated, FDOT has agreed to amend the grant to provide additional funds.	
Citizen Impact:	This project pertains specifically to current and planned airport operations. The improved access and security conditions will ultimately serve as an operational safety enhancement for the airport and the flying public.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission authorize execution of the grant agreement between the City and the FDOT to provide funding for design, bidding and construction services needed to replace the vehicular access gates in the southeast quadrant of the airport.	
Staff Contact:	Steven Lichliter, Airport Manager, (386) 615-7019	
Attachments:	1. 25-58 FDOT Airport Access Gates Grant (P25-0014G) 2. PTGA to Sponsor 456368-1-4-01 Security Gates at OMN 3. Project Sketch	
Approval:	Kelly McGuire, Finance Director	2/11/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	2/12/2025
	Joyce Shanahan, City Manager	2/12/2025

RESOLUTION NO. 2025-58

A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR THE REPLACEMENT OF VEHICULAR ACCESS GATES IN THE SOUTHEAST QUADRANT OF THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND 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 Public Transportation Grant Agreement with the Florida Department of Transportation ("FDOT") for the design, bidding and construction services needed to replace the vehicular access gates in the southeast quadrant of the Ormond Beach Municipal Airport (the "Project"), and

WHEREAS, the total cost of the Project is \$136,500.00, and

WHEREAS, the Florida Department of Transportation ("FDOT") has issued a Public Transportation Grant Agreement ("PTGA") to provide grant funding in the amount of \$109,200.00, representing eighty percent (80%) of the Project cost, and

WHEREAS, the City Manager has certified that funds in the amount of \$27,300.00 to fund the City's twenty percent (20%) contribution of the Project cost are available in the Airport Fund (108) and are not appropriated for any other purpose, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Public Transportation Grant Agreement between the City and the Florida Department of Transportation regarding funding for the design, bidding and construction services needed to replace the vehicular access gates in the southeast quadrant of the Ormond Beach Municipal Airport. A copy of said Public Transportation Grant Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 18th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 456368-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Award Identification Number (FAIN) – Transit only: N/A	DDR Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000398020	FLAIR Category: 088719
Contract Number:	Federal Award Date: N/A		
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

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

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$136,500. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$109,200 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

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

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

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

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

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

12. Contracts of the Agency:

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

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

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

vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

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

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

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

- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**AGENCY City of Ormond Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

ATTEST:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

By: _____

Name: Joyce ShanahanTitle: City ManagerDaniel L. McDermott

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Remove and replace the two primary vehicle access gates in the southeast quadrant of the airport. This project includes design, bidding and construction/installation administration.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, permitting, construction inspection costs, mobilization and demobilization, maintenance of traffic, demolition, installation of access control equipment, supporting wiring, and dedicated primary and back-up power supplies, including all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

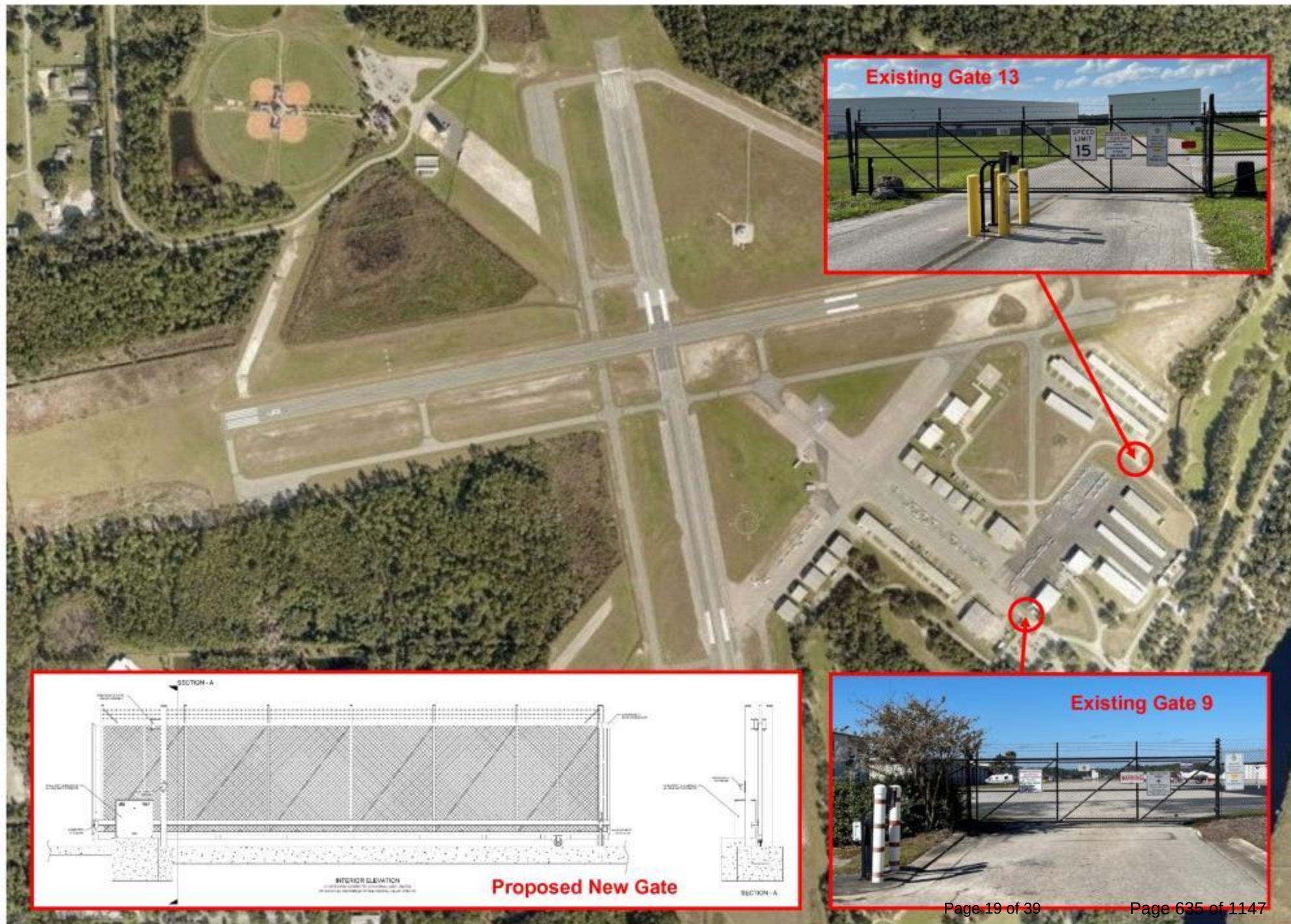
D. Deliverable(s): Final close out documents to be uploaded in JACIP

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

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

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



Existing Gate 13

Existing Gate 9

Proposed New Gate

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
456368-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$109,200.00
456368-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$27,300.00
Total Financial Assistance							\$136,500.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$109,200.00	\$27,300.00	\$0.00	\$136,500.00	80.00	20.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$109,200.00	\$27,300.00	\$0.00	\$136,500.00			

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

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

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

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

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

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

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

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

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

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

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

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

Insert District PIO contact info:
800-780-7102

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

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

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GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

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

16. Project Implementation.

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

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$109,200

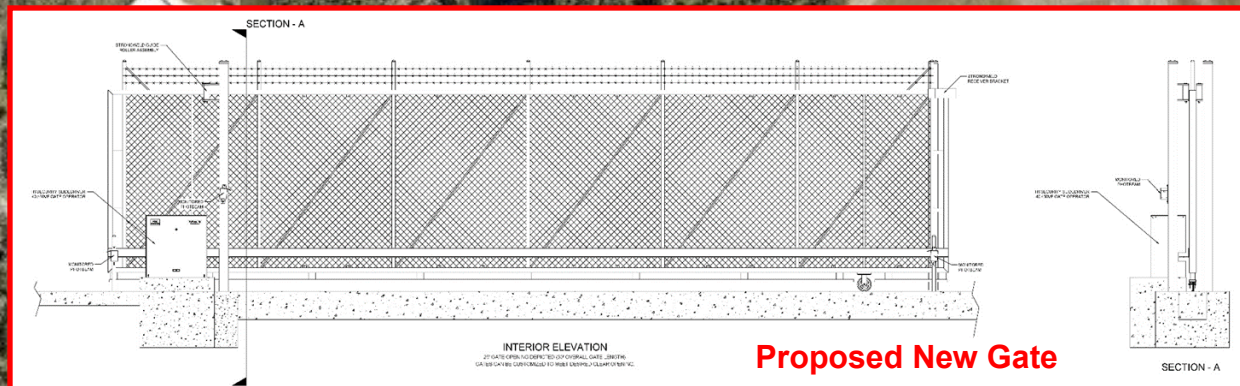
*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>





City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-59
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Settlement of Personal Injury Claim of Dorothy Woods		
Summary:	This is a request for City Commission approval of a litigation settlement offer in the amount of \$107,000 reached at a court required mediation proceeding regarding the personal injury claims of Dorothy Woods. Ms. Woods was involved in a motor vehicle accident with a city vehicle on the afternoon of July 8, 2022, along Williamson Boulevard near the entrance to Ormond Towne Square. At the time of the accident, Ms. Woods was 70 years old, and was in the northbound lane of Williamson at the stop light near the entrance to the Ormond Towne Center shopping plaza. A city fleet mechanic was driving a city vehicle northbound on Williamson and as he approached the intersection, the vehicle's brakes suddenly failed as he attempted to stop at the traffic light behind Ms. Woods, striking the left rear side of Ms. Woods' vehicle. She was wearing a seatbelt at the time of the collision. Her 2005 Ford Escape was subsequently determined by her insurance company to be a total loss. As a result of the impact, Ms. Woods suffered an injury to her forehead. She was transported to Advent Health Daytona and was treated for injuries to her head, neck, and cervical spine. She claims that her quality of life has been reduced as a result of her injuries and that she may need future medical care. Ms. Woods filed suit against the city in Circuit Court for Volusia County in March of 2023, alleging the city employee acted negligently while operating the city vehicle. There is a legal presumption of negligence in rear-end collisions, and at trial the city would need to offer evidence of a sudden brake failure to overcome the legal presumption. From information provided by the plaintiffs' counsel, the medical costs incurred by Ms. Woods was in excess of \$55,000. Future medical costs		

	are estimated to be \$155,678. Ms. Woods' demand to settle her claim against the city was for the city's sovereign immunity cap of \$200,000. This case had been set for trial on February 10, 2025. Court ordered mediation was held on January 31st, and a tentative settlement was reached, subject to City Commission approval, to resolve Ms. Woods' claim for damages for \$107,000. This is a very good negotiated settlement as a jury verdict could exceed \$200,000. If the proposed settlement agreement is rejected, it is anticipated the case would immediately go on the court's next trial docket.						
Financial Impact:	The settlement proceeds would be paid from Fund 504-General Liability Fund.						
Citizen Impact:	There is no impact to citizens.						
Recommended Action (Staff, Advisory Board and/or Other):	The city's Claims Committee and City Attorney recommend approval of the proposed settlement for the sum of \$107,000. In the event the City Commission should decline to approve the proposed settlement, it is anticipated the case would immediately go on the court's next trial docket.						
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217						
Attachments:	1. 25-59 Woods Settlement						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>2/11/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>2/11/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>2/12/2025</td> </tr> </table>	Kelly McGuire, Finance Director	2/11/2025	Claire Whitley/Shawn Finley, Assistant City Manager	2/11/2025	Joyce Shanahan, City Manager	2/12/2025
Kelly McGuire, Finance Director	2/11/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	2/11/2025						
Joyce Shanahan, City Manager	2/12/2025						

RESOLUTION NO. 2025-59

A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY DOROTHY WOODS; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The city commission accepts the recommendation of the city attorney and hereby approves a settlement between the city and plaintiff, Dorothy Woods, for the sum of \$107,000 to be paid to Ms. Woods as consideration for the complete settlement and dismissal with prejudice of the following pending litigation matter: Dorothy Woods v. the City of Ormond Beach, 2023 31751 CICI, Volusia County Circuit Court. The settlement shall include all claims by the plaintiff against the city of Ormond Beach.

SECTION TWO. The mayor, city manager, and the city's attorneys or their designees are hereby authorized and directed to execute any and all papers that are necessary and incidental to effectuate the settlement of the above captioned litigation matter, including the payment of said settlement proceeds.

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

APPROVED AND AUTHENTICATED this 18th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-60
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Settlement of Personal Injury Claim of Eliza Stone		
Summary:	<u>Introduction</u> This is a request for city commission approval of a proposal for settlement that was filed by Ms. Eliza Stone under section 768.79 Florida Statutes and Rule 1.442 of the Florida Rules of Civil Procedure in the amount of \$40,000 regarding her personal injury claim against the city, which would include all economic and non-economic damages (i.e., past and future medical expenses, pain and suffering, etc). A copy of the proposal (which is captioned "Demand for Judgment"), statute, and rule are attached. Under the rule and statute, the city has thirty days from receipt of a proposal for settlement to accept it; otherwise, the proposal is deemed to be rejected. Ms. Stone's proposal was filed on December 17, 2024 and she (through her attorney) agreed to an extension of time in order to allow the city commission an opportunity to consider the proposal. <u>Discussion</u> At approximately 6:00 p.m. on August 23, 2023, Ms. Stone, was enjoying an evening walk in Cassen Park when she tripped and fell over uneven or unveled pavers causing her to fall and sustain several injuries. She received medical treatment at Halifax Health for a broken nose, black eyes, a laceration to her upper lip, bruising to both knees, a sprained right wrist, and pain in her right shoulder. The cost of medical treatment exceeded \$15,000 and it is possible that she may need additional medical treatment in the future. Ms. Stone is a retired school food service manager. She and her husband enjoyed a physically active lifestyle. She was 84 years old at the time of the accident. Ms. Stone filed a lawsuit against the city in June of 2024 seeking compensation for the injuries she sustained, alleging that the city negligently maintained the paver walkway and sidewalk. The issues		

	regarding liability are: (a) whether the section of sidewalk and pavers where Ms. Stone allegedly tripped and fell constituted a dangerous condition; (b) whether the city failed to maintain the sidewalk/pavers in a reasonably safe condition for pedestrians visiting the park; (c) whether the city new or should have known about the condition of the sidewalk/pavers; and (d) whether Ms. Stone was comparatively at fault. Photos of the sidewalk and pavers are attached. Ms. Stone testified at her deposition that she continues to suffer daily from pain to her knees and right wrist, and that has suffered a loss of strength and range of motion that limits her daily activities. Ms. Stone would likely leave a favorable impression on a jury. A trial date has not yet been set. Under the referenced rule and statute, if a proposal for settlement is rejected, the plaintiff will also be entitled to recover reasonable attorney's fees and costs that have been incurred from the date of the filing of the offer, if the plaintiff recovers a judgment at trial in an amount that is at least twenty-five percent greater than the offer. In this instance, in the event Ms. Stone's offer is rejected and she is awarded damages at trial of at least \$50,000 or more, she will be entitled to recover her reasonable attorney's fees and costs, in addition to the \$50,000 judgment. It will be difficult at trial to defend the condition of the sidewalk/pavers and it is likely that if a jury enters a verdict in favor of Ms. Stone, the damage awarded would likely exceed the \$40,000 requested in her offer. In view of the litigation costs, the uncertainty of trial, and the risk of incurring attorney's fees and costs under the rule and statute, the city's claims committee and city attorney recommend accepting Ms. Stone's proposal for settlement.
Financial Impact:	The settlement proceeds would be paid from Fund 504-General Liability Fund.
Citizen Impact:	There is no impact to citizens.
Recommended Action (Staff, Advisory Board and/or Other):	The City's claims committee, City attorney, and litigation counsel recommend acceptance of Ms. Stone's proposal for settlement (captioned Demand for Judgment) in the amount of \$40,000. If the proposal is rejected, the case will proceed to mediation, and ultimately to a jury trial.
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217
Attachments:	1. 12.17.24 DEMAND FOR JUDGEMENT - 40k Stone 2. Fla. Stat. 768.79 3. Photo-Scene-Area where client fell 4. Photo-Scene-Area where client fell-larger view.

	5. Rule 1.442 Proposals for Settlement	
	6. 25-60 Stone Settlement	
Approval:	Kelly McGuire, Finance Director	2/11/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	2/12/2025
	Joyce Shanahan, City Manager	2/12/2025

IN THE CIRCUIT COURT FOR THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA

ELIZA STONE,

Plaintiff,
vs.

CITY OF ORMOND BEACH,

Defendant.

CASE NO.: 2024 11835 CIC
DIVISION: 31

PLAINTIFF'S DEMAND FOR JUDGMENT

Plaintiff ELIZA STONE, ("Demandor") demands judgment against Defendant, CITY OF ORMOND BEACH, ("Demandee") pursuant to section 768.79, Florida Statutes.

Pursuant to Florida Rule of Civil Procedure 1.442, Plaintiff states:

- A. Demandor is the only party making this demand, and the Demandee is the only party to whom this demand is made.
- B. This demand resolves all damages that would otherwise be awarded in a final judgment in this action in favor of Demandor and against the Demandee, subject to paragraph F.
- C. There are no conditions to this demand.
- D. The total amount of the judgment demanded is \$40,000.00.
- E. The amount proposed to settle a claim for punitive damages, if any, is \$0.00.
- F. This demand does not include attorneys' fees. Attorneys' fees are not part of the Demandor's legal claim against the Demandee.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been filed with the Court this December 17, 2024 via the Florida eFiling Portal, which will send a notice of electronic filing to lynn@mckinnonandmckinnonpa.com, amckinnon@mckinnonandmckinnonpa.com for service upon Abraham C. McKinnon, Esquire 595 W. Granada Blvd. Suite A Ormond Beach, FL 32174.

RUE & ZIFFRA



Allan L. Ziffra, Esquire
632 Dunlawton Avenue
Port Orange, FL 32127
Phone: (386) 788-7700
FBN: 749265

Primary Email: aziffra@rueziffra.com
Secondary Email: katieg@rueziffra.com
Attorney for the Plaintiff

West's Florida Statutes Annotated

Title XLV. Torts (Chapters 766-774) (Refs & Annos)

Chapter 768. Negligence (Refs & Annos)

Part II. Damages (Refs & Annos)

West's F.S.A. § 768.79

768.79. Offer of judgment and demand for judgment

Currentness

(1) In any civil action for damages filed in the courts of this state, if a defendant files an offer of judgment which is not accepted by the plaintiff within 30 days, the defendant shall be entitled to recover reasonable costs and attorney's fees incurred by her or him or on the defendant's behalf pursuant to a policy of liability insurance or other contract from the date of filing of the offer if the judgment is one of no liability or the judgment obtained by the plaintiff is at least 25 percent less than such offer, and the court shall set off such costs and attorney's fees against the award. Where such costs and attorney's fees total more than the judgment, the court shall enter judgment for the defendant against the plaintiff for the amount of the costs and fees, less the amount of the plaintiff's award. If a plaintiff files a demand for judgment which is not accepted by the defendant within 30 days and the plaintiff recovers a judgment in an amount at least 25 percent greater than the offer, she or he shall be entitled to recover reasonable costs and attorney's fees incurred from the date of the filing of the demand. If rejected, neither an offer nor demand is admissible in subsequent litigation, except for pursuing the penalties of this section.

(2) The making of an offer of settlement which is not accepted does not preclude the making of a subsequent offer. An offer must:

- (a) Be in writing and state that it is being made pursuant to this section.
- (b) Name the party making it and the party to whom it is being made.
- (c) State with particularity the amount offered to settle a claim for punitive damages, if any.
- (d) State its total amount.

The offer shall be construed as including all damages which may be awarded in a final judgment.

(3) The offer shall be served upon the party to whom it is made, but it shall not be filed unless it is accepted or unless filing is necessary to enforce the provisions of this section.

(4) An offer shall be accepted by filing a written acceptance with the court within 30 days after service. Upon filing of both the offer and acceptance, the court has full jurisdiction to enforce the settlement agreement.

(5) An offer may be withdrawn in writing which is served before the date a written acceptance is filed. Once withdrawn, an offer is void.

(6) For a breach of contract action, a property insurer may make a joint offer of judgment or settlement that is conditioned on the mutual acceptance of all the joint offerees.

(7) Upon motion made by the offeror within 30 days after the entry of judgment or after voluntary or involuntary dismissal, the court shall determine the following:

(a) If a defendant serves an offer which is not accepted by the plaintiff, and if the judgment obtained by the plaintiff is at least 25 percent less than the amount of the offer, the defendant shall be awarded reasonable costs, including investigative expenses, and attorney's fees, calculated in accordance with the guidelines promulgated by the Supreme Court, incurred from the date the offer was served, and the court shall set off such costs in attorney's fees against the award. When such costs and attorney's fees total more than the amount of the judgment, the court shall enter judgment for the defendant against the plaintiff for the amount of the costs and fees, less the amount of the award to the plaintiff.

(b) If a plaintiff serves an offer which is not accepted by the defendant, and if the judgment obtained by the plaintiff is at least 25 percent more than the amount of the offer, the plaintiff shall be awarded reasonable costs, including investigative expenses, and attorney's fees, calculated in accordance with the guidelines promulgated by the Supreme Court, incurred from the date the offer was served.

For purposes of the determination required by paragraph (a), the term "judgment obtained" means the amount of the net judgment entered, plus any postoffer collateral source payments received or due as of the date of the judgment, plus any postoffer settlement amounts by which the verdict was reduced. For purposes of the determination required by paragraph (b), the term "judgment obtained" means the amount of the net judgment entered, plus any postoffer settlement amounts by which the verdict was reduced.

(8)(a) If a party is entitled to costs and fees pursuant to the provisions of this section, the court may, in its discretion, determine that an offer was not made in good faith. In such case, the court may disallow an award of costs and attorney's fees.

(b) When determining the reasonableness of an award of attorney's fees pursuant to this section, the court shall consider,

along with all other relevant criteria, the following additional factors:

1. The then apparent merit or lack of merit in the claim.
2. The number and nature of offers made by the parties.
3. The closeness of questions of fact and law at issue.
4. Whether the person making the offer had unreasonably refused to furnish information necessary to evaluate the reasonableness of such offer.
5. Whether the suit was in the nature of a test case presenting questions of far-reaching importance affecting nonparties.
6. The amount of the additional delay cost and expense that the person making the offer reasonably would be expected to incur if the litigation should be prolonged.
- (9) Evidence of an offer is admissible only in proceedings to enforce an accepted offer or to determine the imposition of sanctions under this section.

Credits

Added by Laws 1986, c. 86-160, § 58; [Laws 1990, c. 90-119, § 48](#). Amended by [Laws 1997, c. 97-102, § 1175](#), eff. July 1, 1997; [Laws 2022, c. 2022-271, § 24](#), eff. Dec. 16, 2022.

[Notes of Decisions \(1223\)](#)

West's F. S. A. § 768.79, FL ST § 768.79

Current with laws, joint and concurrent resolutions and memorials in effect from the 2024 second regular session. The statutes include changes from the Florida Revisor of Statutes.

End of Document

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West's Florida Statutes Annotated

Florida Rules of Civil Procedure (Refs & Annos)

Fla.R.Civ.P. Rule 1.442

Rule 1.442. Proposals for Settlement

Currentness

(a) Applicability. This rule applies to all proposals for settlement authorized by Florida law, regardless of the terms used to refer to such offers, demands, or proposals, and supersedes all other provisions of the rules and statutes that may be inconsistent with this rule.

(b) Service of Proposal. A proposal to a defendant shall be served no earlier than 90 days after service of process on that defendant; a proposal to a plaintiff shall be served no earlier than 90 days after the action has been commenced. No proposal shall be served later than 45 days before the date set for trial or the first day of the docket on which the case is set for trial, whichever is earlier.

(c) Form and Content of Proposal for Settlement.

(1) A proposal shall be in writing and shall identify the applicable Florida law under which it is being made.

(2) A proposal shall:

(A) name the party or parties making the proposal and the party or parties to whom the proposal is being made;

(B) state that the proposal resolves all damages that would otherwise be awarded in a final judgment in the action in which the proposal is served, subject to subdivision (F);

(C) exclude nonmonetary terms, with the exceptions of a voluntary dismissal of all claims with prejudice and any other nonmonetary terms permitted by statute;

(D) state the total amount of the proposal;

(E) state with particularity the amount proposed to settle a claim for punitive damages, if any;

(F) state whether the proposal includes attorneys' fees and whether attorneys' fee are part of the legal claim; and

(G) include a certificate of service in the form required by Florida Rule of General Practice and [Judicial Administration 2.516](#).

(3) A proposal may be made by or to any party or parties and by or to any combination of parties properly identified in the proposal. A joint proposal shall state the amount and terms attributable to each party.

(4) Notwithstanding subdivision (c)(3), when a party is alleged to be solely vicariously, constructively, derivatively, or technically liable, whether by operation of law or by contract, a joint proposal made by or served on such a party need not state the apportionment or contribution as to that party. Acceptance by any party shall be without prejudice to rights of contribution or indemnity.

(d) Service and Filing. A proposal shall be served on the party or parties to whom it is made but shall not be filed unless necessary to enforce the provisions of this rule.

(e) Withdrawal. A proposal may be withdrawn in writing provided the written withdrawal is delivered before a written acceptance is delivered. Once withdrawn, a proposal is void.

(f) Acceptance and Rejection.

(1) A proposal shall be deemed rejected unless accepted by delivery of a written notice of acceptance within 30 days after service of the proposal. The provisions of Florida Rule of General Practice and [Judicial Administration 2.514\(b\)](#) do not apply to this subdivision. No oral communications shall constitute an acceptance, rejection, or counteroffer under the provisions of this rule.

(2) In any case in which the existence of a class is alleged, the time for acceptance of a proposal for settlement is extended to 30 days after the date the order granting or denying certification is filed.

(g) Sanctions. Any party seeking sanctions pursuant to applicable Florida law, based on the failure of the proposal's recipient to accept a proposal, shall do so by serving a motion in accordance with [rule 1.525](#).

(h) Costs and Fees.

(1) If a party is entitled to costs and fees pursuant to applicable Florida law, the court may, in its discretion, determine that a proposal was not made in good faith. In such case, the court may disallow an award of costs and attorneys' fees.

(2) When determining the reasonableness of the amount of an award of attorneys' fees pursuant to this section, the court shall consider, along with all other relevant criteria, the following factors:

(A) The then-apparent merit or lack of merit in the claim.

(B) The number and nature of proposals made by the parties.

(C) The closeness of questions of fact and law at issue.

(D) Whether the party making the proposal had unreasonably refused to furnish information necessary to evaluate the reasonableness of the proposal.

(E) Whether the suit was in the nature of a test case presenting questions of far-reaching importance affecting nonparties.

(F) The amount of the additional delay cost and expense that the party making the proposal reasonably would be expected to incur if the litigation were to be prolonged.

(i) Evidence of Proposal. Evidence of a proposal or acceptance thereof is admissible only in proceedings to enforce an accepted proposal or to determine the imposition of sanctions.

(j) Effect of Mediation. Mediation shall have no effect on the dates during which parties are permitted to make or accept a proposal for settlement under the terms of the rule.

Credits

Added July 27, 1989, effective Jan. 1, 1990 ([550 So.2d 442](#)). Amended July 16, 1992, effective Jan. 1, 1993 ([604 So.2d 1110](#)); Oct. 31, 1996, effective Jan. 1, 1997 ([682 So.2d 105](#)); Oct. 5, 2000, effective Jan. 1, 2001 ([773 So.2d 1098](#)); Sept. 8, 2010, effective Jan. 1, 2011 ([52 So.3d 579](#)); Oct. 18, 2012, effective, *nunc pro tunc*, Sept. 1, 2012 ([102 So.3d 505](#)); [April 11, 2013 \(112 So.3d 1209\)](#); Nov. 14, 2013, effective Jan. 1, 2014 ([131 So.3d 643](#)); Oct. 25, 2018, effective Jan. 1, 2019 ([257 So.3d 66](#)); amended effective Oct. 28, 2021 ([344 So.3d 940](#)); amended May 26, 2022, effective [July 1, 2022 \(345 So.3d 845\)](#).

Editors' Notes

COMMITTEE NOTES

1996 Amendment. This rule was amended to reconcile, where possible, sections 44.102(6) (formerly 44.102(5)(b)), [45.061](#), [73.032](#), and [768.79](#), *Florida Statutes*, and the decisions of the Florida Supreme Court in *Knealing v. Puleo*, 675 So. 2d 593 (Fla. 1996), *TGI Friday's, Inc. v. Dvorak*, 663 So. 2d 606 (Fla. 1995), and *Timmons v. Combs*, 608 So. 2d 1 (Fla. 1992). This rule replaces former rule 1.442, which was repealed by the *Timmons* decision, and supersedes those sections of the Florida Statutes and the prior decisions of the court, where reconciliation is impossible, in order to provide a workable structure for proposing settlements in civil actions. The provision which requires that a joint proposal state the amount and terms attributable to each party is in order to conform with *Fabre v. Marin*, 623 So. 2d 1182 (Fla. 1993).

2000 Amendment. Subdivision (f)(2) was added to establish the time for acceptance of proposals for settlement in class actions. "Filing" is defined in [rule 1.080\(e\)](#). Subdivision (g) is amended to conform with new [rule 1.525](#).

2012 Amendment. Subdivision (c)(2)(G) is amended to reflect the relocation of the service rule from [rule 1.080](#) to [Fla. R. Jud. Admin. 2.516](#).

2013 Amendment. Subdivision (f)(1) was amended to reflect the relocation of the rule regarding additional time after service by mail or e-mail from [rule 1.090\(e\)](#) to [Fla. R. Jud. Admin. 2.514\(b\)](#).

2013 Amendment. Subdivision (c)(2)(B) is amended to clarify that a proposal for settlement must resolve all claims between the proponent and the party to whom the proposal is made except claims for attorneys' fees, which may or may not be resolved in the proposal.

Notes of Decisions (749)

West's F.S.A. RCP Rule 1.442, FL ST RCP Rule 1.442

Current with amendments received through 12/15/2024. Some rules may be more current, see credits for details.

RESOLUTION NO. 2025-60

A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY ELIZA STONE; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The city commission accepts the report and recommendation of the city attorney dated February 18, 2025 and hereby approves a settlement between the city and plaintiff, Eliza Stone, for the sum of \$40,000 to be paid to Ms. Stone as consideration for the complete settlement and dismissal with prejudice of the following pending litigation matter: Eliza Stone v. the City of Ormond Beach, 2024 11825 CIC, Volusia County Circuit Court. The settlement shall include all claims by the plaintiffs against the city of Ormond Beach.

SECTION TWO. The mayor, city manager, and the city's attorneys or their designees are hereby authorized and directed to execute any and all papers that are necessary and incidental to effectuate the settlement of the above captioned litigation matter, including the payment of said settlement proceeds.

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

APPROVED AND AUTHENTICATED this 18th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renew - Contracts for Miscellaneous Crafts & Trades Services (As Needed)		
Summary:	This is notification of staff's intent to allow the contracts for "Miscellaneous Crafts & Trades Services - As Needed" for Carpentry, Fire Alarm Monitoring Equipment Services, Fire Suppression Systems, Plumbing, HVAC, Flooring, Roofing, Fencing, Painting, Docks/Decking, Electrical, Elevator Inspections & Repair Services including Wheelchair Lifts, Pest Control Services, Pool/Splash Pad Maintenance, and Audio/Visual and Theatrical Equipment Servicing to auto-renew for 1 additional year. In May 2022, the City Commission authorized through Resolution No. 2022-65, the execution of additional agreements with the following firms in the associated category of work: 1. Medley Sports Construction (removal & repair of shade structures) 2. Bill Kooy Pressure Cleaning (washing/power washing services) In February 2023 the City Commission authorized, through Resolution No. 2023-48, the execution of an agreement with the following firms in the associated category of work: 1. Ruby Builders, Inc. (carpentry) 2. Flair Service, Inc. (HVAC) 3. A.A.T. Roofing, LLC (roofing) 4. Southern Painting and Waterproofing (painting/waterproofing) 5. Fence Services d/b/a AAA Fence (fencing) 6. Custom Built Docks, Inc. (docks/decking)		

	7. Village Key and Alarm (fire alarm monitoring) 8. Village Key and Alarm (fire suppression systems) 9. Economy Electric (electrical services) 10. Fence Services d/b/a AAA Fence, (electric gates) 11. John D. Schofield Jr., (pool/slash pad) 12. Special Events Services (event services) 13. Special Events Services (audio/visual equipment) In April 2023, the City Commission authorized, through Resolution No. 2023-70, the execution of an additional agreement with the following firm in the associated category of work: 1. Royal Pest Control (pest control services) The contracts state the agreement will be automatically renewed for additional 1-year periods, not to exceed 4 additional 1-year periods, unless either party provides at least 60 days prior written notice to the other party of their intent not to renew the agreement. These contractors have continually provided satisfactory craft and trade work for the City and staff intends to auto-renew the contracts for 1 additional year effective February 2025 and March 2025 respectively.
Financial Impact:	The Facilities Renewal and Replacement Fund Fiscal Year 2024-25 Budget includes funds for various Miscellaneous Crafts and Trades projects. Additionally, smaller projects which are done on an as-needed basis are funded through the General Fund Building Maintenance account. Larger trades projects, in excess of \$25,000, would not fall under these contracts; the projects would be put out to bid separately and would be brought to the City Commission for approval.
Citizen Impact:	Having miscellaneous crafts and trades services contracts in place allows the City to provide much needed repairs and improvements in a timely manner and at a more competitive price, which is beneficial in providing quality and consistent services for residents.
Recommended Action (Staff, Advisory Board and/or Other):	Staff's intent to auto-renew the agreements for the contractors listed above for an additional 1-year period, unless otherwise directed.
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279
Attachments:	1. Medley Sports Agreement 2. Bill Kooy Agreement 3. Ruby Builders Agreement 4. Flair Agreement 5. A.A.T Roofing Agreement

	6. Southern Paint Agreement 7. AAA Fence Agreement 8. Custom Built Docks Agreement 9. Village Key and Alarm Agreement 10. Economy Electric Agreement 11. JD's Atlantic Pool Services Agreement 12. Special Events Services Agreement 13. Royal Pest Control Agreement	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/27/2025 1/29/2025 2/12/2025

Miscellaneous Crafts & Trades Services

Medley Sports Construction Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **William Medley Construction, Inc. d/b/a Medley Sports Construction** ("Contractor"), 32132 Hickory Lane, Sorrento, FL 32776, 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 ("Miscellaneous Crafts and Trades Services [As Needed]", RFP 2022-11), attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
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 four (4) additional one-year periods unless either party provides at least sixty (60) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". 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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

William Medley Construction, Inc.
d/b/a Medley Sports Construction
Erik Medley, President
32132 Hickory Lane
Sorrento, FL 32776

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30) days'** prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10) days]** has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

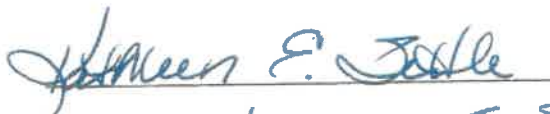
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.
26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.
27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 17th day of May, 2022.

Witnesses:

CITY OF ORMOND BEACH



Print Name: Kathleen E. Settle

By: 
BILL PARTINGTON
Mayor


Print Name: Ashley McLaughlin

By: 
JOYCE SHANAHAH
City Manager

DATED this 10th day of May, 2022.

Witnesses:

**WILLIAM MEDLEY CONSTRUCTION,
INC. d/b/a MEDLEY SPORTS
CONSTRUCTION**

Deanna Hodges

Print Name: Deanna Hodges

By: [Signature]

Print Name: ERIC MEDLEY

Title: PRESIDENT

JUNE CAROL PAUL

Print Name: JUNE C PAUL

Attest: Mindy Medley

Print Name: Mindy Medley

Title: VP/office



JUNE CAROL PAUL
Commission # GG 303808
Expires June 15, 2023
Bundled 1 Hour Budget Notary Services

**22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374**

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

PRE-SUBMITTAL MEETING: N/A

If returning as a "No Submittal", please state reason (s): _____

X

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 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. Telephone, telefax and telegraph Submittals 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: Any submitter wishing to receive a 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)676-0311
CITYCLERK@ORMONDBEACH.ORG**

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.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an "as needed" basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: overhead door/electric gates, to include welding and millwright services; emergency removal of shade structure covers, to include repairs and replacement services. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

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., March 22, 2022.

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
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 101, 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.

GENERAL INSTRUCTIONS:

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.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately \$300,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City. **Contractor shall provide a twenty-four hour call answering services.**

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any

unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect

on October 1, of the year in which approved. If the parties cannot agree to such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars (\$500), except for emergency calls. **This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion.** Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding \$500 will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: **No single project estimated to cost over \$25,000 will be performed under the terms of this contractual agreement.** The City will solicit sealed bids for projects estimated to exceed \$24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship and Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work

report recording time and material for each job performed to the City's Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. 50%
- Contractor's years of experience in the field. 20%
- Contractor's ability to meet all licensing and risk management requirements. 10%
- Contractor's references and past experiences. 20%

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his

designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.
2. APPRENTICE shall have a minimum of two (2) years experience working directly with a Journeyman.
3. HELPER shall have a minimum of one (1) year experience working directly with a Journeyman.
4. WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee). The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, 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 and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to: **overhead door/electric gates** (repair and installation, including welding and millwright services) **shade structures** (emergency removal, installation and repairs), and **pressure cleaning** (including equipment rental and refuse removal). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed \$500, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule**. This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects, not exceeding \$500 in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2022-11) including the Scope of Services and all terms, conditions, provisions and exhibits contained therein, the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Contractors may submit proposals for one, more than one, or all of the following fields of work.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
OVERHEAD DOOR/ELECTRIC GATES		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

ITEM **DESCRIPTION**

Emergency Removal and Repair of Shade Structures

UNIT PRICE

- | | | |
|----|--|-------------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | <u>25</u> % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | <u>22</u> % |
| 3. | Labor (non-urgent service call) | \$ <u>75</u> /per hour |
| 4. | Labor (urgent service call) | \$ <u>125</u> /per hour |
| 5. | Labor (emergency service call) | \$ <u>250</u> /per hour |
| 6. | Labor (after hours service call) | \$ <u>300</u> /per hour |

Comments and/or explanation of other charges not included in the above: _____

LIFTS NOT INCLUDED ONLY LADDERS UP TO 12'
(Ladders)

REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
PRESSURE CLEANING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2021-22)

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.

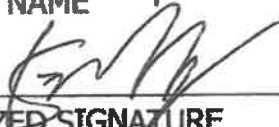
☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

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.

William Medley Construction Inc. dba Medley Sports Construction
COMPANY NAME


AUTHORIZED SIGNATURE

Erik Medley
SIGNER'S NAME (PRINT OR TYPE)

President
TITLE

3/9/2022
DATE

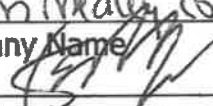
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CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

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.

William Medley Construction dba Medley Sports Constr
Company Name

Authorized Signature
Erik Medley
Print Name
President
Title

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)**

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.

William Medley Construction Inc.
dba
Medley Sports Construction
COMPANY NAME
Erik Medley
AUTHORIZED SIGNATURE
NAME
President
TITLE
3/4/2022
DATE

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"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

- i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:**

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)**

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
March 10th 2022

Addendum Number
#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: William Medley Construction Inc dba Medley Sports

VENDOR/CONTRACTOR LICENSE NUMBER: CGC1515598 Construction

ADDRESS: 32132 Hickory Ln.

Sorrento fl 32716

PHONE NO.: (352) 459-4436

FAX NO.:

SUBMITTER'S NAME:

Erik medley

(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, Erik Medley

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.

ADDENDUM NO. 1

March 10, 2022

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 1 to the RFP for
Miscellaneous Crafts and Trades Services (As-Needed)
RFP No. 2022-11

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

Last day for questions is March 11, 2022 at 5:00 PM.

An error was discovered on pages 20 of the RFP document. The verbiage **"THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL"** at the bottom of page 20 should be disregarded. Please replace page 20 with the revised page 20 below:

REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
PRESSURE CLEANING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

- 20R -

The RFP opening is scheduled for Tuesday, March 22, 2022 at 2:00 PM in the Training Room (Breezeway), Ormond Beach City Hall.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for Miscellaneous Crafts and Trades Services (As-Needed_ RFP No. 2022-11, for the City of Ormond Beach.

END OF ADDENDUM No. 1

A handwritten signature in black ink, appearing to be 'EAM' or similar, written in a cursive style.

3-10-22

Miscellaneous Crafts & Trades Services

Bill Kooy Pressure Cleaning Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Bill Kooy Pressure Cleaning, Inc.** ("Contractor"), 2665 N. Atlantic Avenue, #340, Daytona Beach, FL 32118, 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 ("Miscellaneous Crafts and Trades Services [As Needed]", RFP 2022-11), attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
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 four (4) additional one-year periods unless either party provides at least sixty (60) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". 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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Bill Kooy Pressure Cleaning, Inc.
William P. Kooy, President
2665 N. Atlantic Avenue, #340
Daytona Beach, FL 32118

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 ACORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
 - (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
 - (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
 - (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
 - (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

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

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

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.

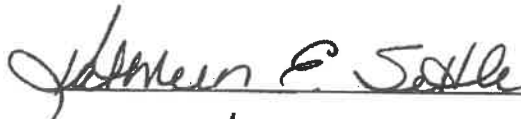
26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental 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.

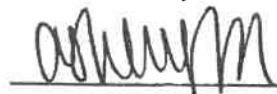
DATED this 17th day of May, 2022.

Witnesses:

CITY OF ORMOND BEACH


Print Name: Kathleen E. Settle

By: 
BILL PARTINGTON
Mayor


Print Name: Ashley McLaughlin

By: 
JOYCE SHAHAN
City Manager

DATED this 10th day of May, 2022.

Witnesses:

BILL KOORY PRESSURE CLEANING, INC.

Deanna Hodges

Print Name: Deanna Hodges

By: [Signature]

Print Name: Bill Koory

Title: PRESIDENT

Kristen Casse

Print Name: Kristen Casse

Attest: Bill Rose

Print Name: Bill Rose

Title: Fac. Maint. Manager

Miscellaneous Crafts & Trades Services

Ruby Builders Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Ruby Builders, Inc.** ("Contractor"), 3939 Silver Star Road, Orlando, FL 32808, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 8, 2018, (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". 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. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Ruby Builders, Inc.
Jeff Suberman, President
3939 Silver Star Road
Orlando, FL 32808

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **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 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 5th day of February, 2018.

Witnesses:

RUBY BUILDERS, INC.

Lee Suberman

Print Name: Lee Suberman

By: [Signature]

Print Name: Jeff Suberman

Title: President

[Signature]

Print Name: Jeff Suberman

Attest: Lee Suberman

Print Name: Lee Suberman

Title: Corp. Secretary

Miscellaneous Crafts & Trades Services

Flair Services, Inc. Agreement

AGREEMENT FOR HVAC SERVICES

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Flair Service, Inc.** ("Contractor"), 935 Alexander Ave., Port Orange, FL 32129, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal ("Miscellaneous Crafts & Trades Services (As Needed), RFP 2022-27") attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

Written Work Authorizations are required prior to proceeding which shall include: a written "not-to-exceed" or "firm fixed-price" estimate on all work that is likely to exceed five hundred dollars (\$500.00), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion.

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 sixty (60) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform HVAC services at the prices set forth on Exhibit "A". 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.

No single project estimated to cost over \$25,000.00 will be performed under the terms of this Agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999.00 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Flair Service, Inc.
Thomas P. McGuire, Jr., President
935 Alexander Ave.
Port Orange, FL 32129

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 ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

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

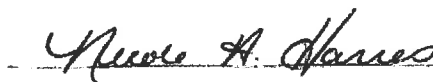
DATED this 21 day of February, 2023.

Witnesses:

CITY OF ORMOND BEACH


Print Name: Taylor Lochert

By: 
BILL PARTINGTON
Mayor


Print Name: Nicole A. Harries

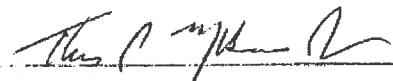
By: 
JOYCE SHANAHAN
City Manager

DATED this 16th day of FEBRUARY, 2023.

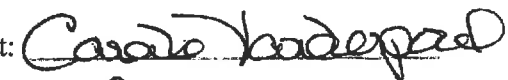
Witnesses:

FLAIR SERVICE, INC.


Print Name: Stephanie Krawantzi

By: 
Print Name: Thomas P McGuire Jr
Title: President


Print Name: Andrea Harrison

Attest: 
Print Name: CAROLE VANDERPOOL
Title: Manager

Miscellaneous Crafts & Trades Services

A.A.T Roofing, LLC Agreement

AGREEMENT FOR ROOFING SERVICES

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **A.A.T. ROOFING, LLC** ("Contractor"), 5629 South Ridgewood Ave., Port Orange, FL 32127, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal ("Miscellaneous Crafts & Trades Services (As Needed), RFP 2022-27") attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

Written Work Authorizations are required prior to proceeding which shall include: a written "not-to-exceed" or "firm fixed-price" estimate on all work that is likely to exceed five hundred dollars (\$500.00), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion.

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 sixty (60) days prior written notice of its intent not to renew.

3. **Consideration.** Contractor shall perform roofing services at the prices set forth on Exhibit "A". 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.

No single project estimated to cost over \$25,000.00 will be performed under the terms of this Agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999.00 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

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 Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	A.A.T. Roofing, LLC James L. Hayes, President 5629 South Ridgewood Ave. Port Orange, FL 32127
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10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**
- The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:
- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30) days'** prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10) days]** has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

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 21 day of February, 2023.

Witnesses:

CITY OF ORMOND BEACH

Taylor Lochert

Print Name: Taylor Lochert

By: Bill Partington
BILL PARTINGTON
Mayor

Nicole A. Harres

Print Name: NICOLE A. Harres

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 15 day of February, 2023.

Witnesses:

A.A.T. ROOFING, LLC

Tina Ramos

Print Name: Tina Ramos

By: James L. Hayes
Print Name: James L. Hayes
Title: President

Alyssa Daughless

Print Name: Alyssa Daughless

Attest: Alyssa Daughless
Print Name: Tina Ramos
Title: notary

Miscellaneous Crafts & Trades Services

Southern Painting and Waterproofing Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Southern Painting & Waterproofing, LLC** ("Contractor"), 1692 Montgomery Avenue, Daytona Beach, FL 32117, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated December 12, 2017, (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". 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. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Southern Painting & Waterproofing, LLC
Callahan Hood, Owner
1692 Montgomery Avenue
Daytona Beach, FL 32117

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions.** If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	\$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **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 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shahan
JOYCE SHAHAN
City Manager

DATED this 1 day of February, 2018.

Witnesses:

Kristen Cassel
Print Name: Kristen Cassel

Denise Beeper
Print Name: Denise Beeper

**SOUTHERN PAINTING &
WATERPROOFING, LLC**

By:

Callahan Hood
Print Name: Callahan Hood
Title: owner / Mgr

Attest:

Bill Rose
Print Name: Bill Rose
Title: Fac. Maint. Manager

Miscellaneous Crafts & Trades Services

AAA Fence Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Fence Service, Inc. d/b/a AAA Fence** ("Contractor"), 801 Orange Avenue, Daytona Beach, FL 32114, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 4, 2018 (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". 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. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Fence Service, Inc. d/b/a
AAA Fence
William G. Morrison, CEO
801 Orange Avenue
Daytona Beach, FL 32114

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	\$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least **fifteen (15)** days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
 21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
 22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **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 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 22nd day of Feb, 2018.

Witnesses:

FENCE SERVICE, INC.
d/b/a AAA FENCE

Allen Smoker

Print Name: Allen Smoker

Kimberly Lizotte

Print Name: Kimberly Lizotte

By: [Signature]

Print Name: William G. Morrison

Title: Vice President

Attest: [Signature]

Print Name: Richard Crescenzi

Title: Commercial Sales Rep.

Miscellaneous Crafts & Trades Services

Custom Built Docks, Inc. Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Custom Built Docks, Inc.** ("Contractor"), 22 Village Drive, Ormond Beach, FL 32174, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 2, 2018 (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". 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. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Custom Built Docks, Inc.
Dean Leggett, President
22 Village Drive
Ormond Beach, FL 32174

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

• NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **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 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 5 day of February, 2018.

Witnesses:

[Signature]

Print Name: Austin Greer

[Signature]

Print Name: Leslie Mezie

CUSTOM BUILT DOCKS, INC.

By: [Signature]

Print Name: DEAN LEGGETT

Title: PRESIDENT

Attest: [Signature]

Print Name: Nikki Shearer

Title: Permit Tech @ City O.B.

Miscellaneous Crafts & Trades Services

Village Key and Alarm, Inc. Agreement

AGREEMENT

FAXED

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Village Key and Alarm, Inc.** ("Contractor"), 441 State Road 16, St. Augustine, FL 32084, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 2, 2018, (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)") attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". 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. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Village Key and Alarm, Inc.
Paul Gaumont, Fire/Security Consultant
441 State Road 16
St. Augustine, FL 32084

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions.** If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	\$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30) days'** prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10) days**] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least **fifteen (15) days** prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **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 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Jamie
JOYCE SHANAHAN
City Manager

DATED this 8 day of Feb, 2018.

Witnesses:

Autumn Street
Print Name: Autumn Street

Deanna Hodges
Print Name: Deanna Hodges

VILLAGE KEY AND ALARM, INC.

By: Sarah Chelby
Print Name: Sarah Chelby
Title: Vice President

Attest: Kristen Cassel
Print Name: Kristen Cassel
Title: Office Assistant

Miscellaneous Crafts & Trades Services

Economy Electric Company Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **LaTour Enterprizes, Inc. d/b/a Economy Electric Company** ("Contractor"), 538 West Street, Daytona Beach, FL 32114, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 5, 2018, (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". 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. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

**LaTour Enterprizes, Inc. d/b/a
Economy Electric Company**
Joseph Wiggins, Secretary
538 West Street
Daytona Beach, FL 32114

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
 - \$100,000. Each Employee Bodily Injury by Disease
 - \$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions.** If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence
	\$300,000 General Aggregate *
	\$300,000 Aggregate Products & Completed Operations
	\$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence
	\$1 Million General Aggregate*
	\$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	\$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

*NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **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 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 2nd day of February, 2018.

Witnesses:

April Van Pelt
Print Name: April Van Pelt

April Van Pelt
Print Name: April Van Pelt

**LATOUR ENTERPRIZES, INC. d/b/a
ECONOMY ELECTRIC COMPANY**

By: [Signature]

Print Name: BILLY WIGGINS SR

Title: PRESIDENT

Attest: Cheryl Carter

Print Name: CHERYL CARTER

Title: TREASURER

Miscellaneous Crafts & Trades Services

JD's Atlantic Pool Services, LLC Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **JD's Atlantic Pool Service, LLC** ("Contractor"), 204 Kirkland Road, New Smyrna Beach, FL 32169, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated March 20, 2018 (RFP 2018-22 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". 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. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

JD's Atlantic Pool Service, LLC
John D. Schofield, Jr., Owner
204 Kirkland Road
New Smyrna Beach, FL 32169

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30) days'** prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10) days]** has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **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 1 day of May, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy Nichols
Print Name: Wendy J. Nichols

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 27 day of April, 2018.

Witnesses:

JD'S ATLANTIC POOL SERVICE, LLC

Deanna L. Peters

By: [Signature]

Print Name: Deanna Peters

Print Name: John D. Schotfield Jr

Title: Owner

Kristen Cassel

Attest: Bill Rose

Print Name: Kristen Cassel

Print Name: Bill Rose

Title: Contract Manager

Miscellaneous Crafts & Trades Services

Special Events Services Agreement

AGREEMENT FOR EVENT SERVICES

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Special Event Services, Inc.** ("Contractor"), 413 Oak Place, Unit 2-A, Port Orange, FL 32127, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal ("Miscellaneous Crafts & Trades Services (As Needed), RFP 2022-27") attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

Written Work Authorizations are required prior to proceeding which shall include: a written "not-to-exceed" or "firm fixed-price" estimate on all work that is likely to exceed five hundred dollars (\$500.00), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion.

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 sixty (60) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform event services at the prices set forth on Exhibit "A". 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.

No single project estimated to cost over \$25,000.00 will be performed under the terms of this Agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999.00 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

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
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Special Event Services, Inc.
Tim Stamper, President
413 Oak Place, Unit 2-A
Port Orange, FL 32127

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
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- (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 ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

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 21 day of February, 2023.

Witnesses:

CITY OF ORMOND BEACH


Print Name: Taylor Lochert

By: 
BILL PARTINGTON
Mayor

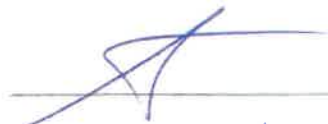

Print Name: Nicole A. Harries

By: 
JOYCE SHANAHAN
City Manager

DATED this 21 day of February, 2023.

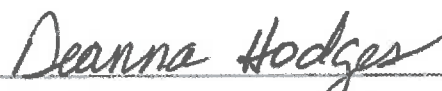
Witnesses:

SPECIAL EVENT SERVICES, INC.


Print Name: Caroline Guatemarle

By: 
Print Name: Tim Stanger
Title: President


Print Name: Kristen Cassel

Attest: 
Print Name: Deanna Hodges
Title: Office Ass.

Miscellaneous Crafts & Trades Services

Royal Pest Services, Inc. Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Royal Pest Services, Inc.** ("Contractor"), 6894 Phillips Parkway Dr. No., Jacksonville, FL 32256, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal ("Miscellaneous Crafts & Trades Services (As Needed), RFP 2023-20") attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

Written Work Authorizations are required prior to proceeding which shall include: a written "not-to-exceed" or "firm fixed-price" estimate on all work that is likely to exceed five hundred dollars (\$500.00), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion.

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 sixty (60) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". 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.

No single project estimated to cost over \$25,000.00 will be performed under the terms of this Agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999.00 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

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 Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	Royal Pest Services, Inc. Jordan Harrington, President 6894 Phillips Parkway Dr. N. Jacksonville, FL 32256
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10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease

\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

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 18 day of April, 2023.

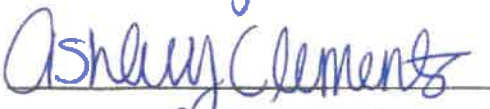
Witnesses:

CITY OF ORMOND BEACH



Print Name: Taylor Lochert

By: 
BILL PARTINGTON
Mayor

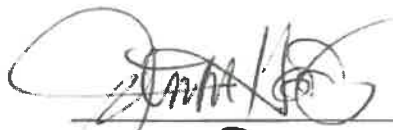

Print Name: Ashley Clements

By: 
JOYCE SHANAHAN
City Manager

DATED this 10th day of April, 2023.

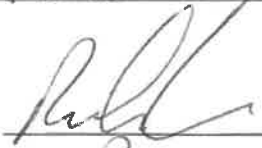
Witnesses:

ROYAL PEST SERVICES, INC.


Print Name: Jennifer Haef

By: 
Print Name: JORDAN HARRINGTON
Title: PRESIDENT


Print Name: KURT JANUARY

Attest: 
Print Name: RICHARD VEEN
Title: MANAGER



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: Miscellaneous Crafts and Trades Services (As Needed) - REBID

RFP NUMBER: 2023-20

RFP OPENING DATE & TIME: February 22, 2023 2:00PM

RFP OPENING LOCATION: City Hall Training Room (breezeway)

PRE-SUBMITTAL MEETING: NA

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: Royal Pest Services, Inc.

PROPOSER'S MAILING ADDRESS: 6894 Phillips Pkwy Dr N.

CITY-STATE-ZIP: JACKSONVILLE, FL 32256-1575

F.E.I.N.: 59-3295970

PHONE NUMBER: (904) 856 2847

FAX NUMBER: _____

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 renders final payment to the Proposer.

X Rick Veen
AUTHORIZED SIGNATURE (MANUAL)
Rick Veen
NAME (TYPED)
Manager
TITLE
2/3/2023
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 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: 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, City Hall, 22 South Beach Street, Room 101, Ormond Beach FL 32174, 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)676-0311
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.

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.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an "as needed" basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: plumbing; flooring; elevator inspections and repairs, including wheelchair lifts and pest control. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

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 101, 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.

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 ninety (90) days from date of receipt.

GENERAL INSTRUCTIONS:

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.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately \$900,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City. **Contractor shall provide a twenty-four hour call answering services.**

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health

Administration (OSHA) standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor

Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect on October 1, of the year in which approved. If the parties cannot agree to such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars (\$500), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion. Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding City of Ormond Beach purchasing threshold will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: No single project estimated to cost over \$25,000 will be performed under the terms of this contractual agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship And Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by

the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work report recording time and material for each job performed to the City's Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. (50pts)
- Contractor's years of experience in the field. (20pts)
- Contractor's ability to meet all licensing and risk management requirements. (10pts)
- Contractor's references and past experiences. (20pts)

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). **The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.**

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.
2. APPRENTICE shall have a minimum of two (2) years' experience working directly with a Journeyman.

3. **HELPER** shall have a minimum of one (1) year experience working directly with a Journeyman.
4. **WORKING SUPERVISOR** shall be qualified as a Journeyman and have a minimum of five (5) years' experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities Maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee).

The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, 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 and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to:

- **plumbing** (repair and installation of piping and plumbing fixtures),
- **flooring** (carpet, tile and wood floor repair and installation),
- **elevators and wheelchair lifts** (inspections service and repairs)
- **pest control** (treatment and prevention). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed the current purchasing threshold, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule**. This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects,

not exceeding the city's purchasing threshold in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2023-20) including the Scope of Services and all terms, conditions, provisions and exhibits contained therein, the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Inquiries:

Questions relating to this solicitation should be directed to the City's Purchasing Coordinator, Rob Hart, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174; Facsimile 386-676-3374; e-mail: rob.hart@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, questions will only be responded to prior to **seven (7) business days prior to due date**. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

Contractors may submit proposals for one, more than one, or all of the following fields of work.

Please Indicate which Craft(s)/Trade(s) in submittal:

Craft / Trade	Complete Corresponding Page Number(s) along with all other RFP forms	Check here
Plumbing	Page 17	
Flooring	Page 18	
Elevator Inspections/Repairs	Page 19	
Pest control	Pages 20-21	☒

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)

Proposing Firm: Royal Pest Services, Inc.

Pest Control Services

Location	Address	Quantity	U.O.M.	Unit Price	Annually
City Hall	22 South Beach Street	12	Monthly	41.00	492.00
Ames House	173 South Beach	12	Monthly	17.00	204.00
Ames House Annex	173 South Beach	12	Monthly	17.00	204.00
Ames Park	173 South Beach	12	Monthly	17.00	204.00
Police Dept.	170 West Granada	12	Monthly	47.00	564.00
P.A.L. House	194 Central Ave.	12	Monthly	30.00	360.00
Fire Station # 91	364 South Atlantic	12	Monthly	33.00	396.00
Fire Station # 92	189 South Nova Rd.	12	Monthly	26.00	312.00
Fire Station # 93	300 Wilmette Ave.	12	Monthly	26.00	312.00
Fire station # 94	2301 Airport Rd.	12	Monthly	26.00	312.00
Public Works	501 North Orchard St.	12	Monthly	47.00	564.00
Fleet Maint. Admin.	500 North Orchard St.	12	Monthly	47.00	564.00
Performing Arts	399 North US1	12	Monthly	40.00	480.00
Senior Center	351 Andrews Street	12	Monthly	36.00	432.00
Casements	25 Riverside Drive	12	Monthly	37.00	444.00
Nova Gymnastics	400 North Nova Rd.	12	Monthly	29.00	348.00
Bailey Riverbridge	1 North Beach Street	12	Monthly	20.00	240.00
Memorial Art	78 East Granada Blvd.	12	Monthly	22.00	264.00
O.B.Tennis Center	38 East Granada Blvd.	12	Monthly	30.00	360.00
Shuffleboard	700 Hull Rd.	12	Monthly	20.00	240.00
Nova Gym.	442 North Nova Rd.	12	Monthly	34.00	408.00
Nova Tennis Center	440 North Nova Rd.	12	Monthly	12.00	144.00
Nova Concession	440 North Nova Rd.	12	Monthly	12.00	144.00
Nova East Field	401 North Nova Rd.	12	Monthly	24.00	288.00
S.O.N.C.	176 Division Ave.	12	Monthly	19.00	228.00
Airport tower	725 Hull Rd.	12	Monthly	21.00	252.00
Airport Sports Office	700 Hull Rd.	12	Monthly	21.00	252.00

Airport Sports Baseball Bldg..	700 Hull Rd.	12	Monthly	17 ⁰⁰	204 ⁰⁰
Airport Sports Softball quad	700 Hull Rd.	12	Monthly	17 ⁰⁰	204 ⁰⁰
Airport Sports Soccer Concession	700 Hull Rd.	12	Monthly	17 ⁰⁰	204 ⁰⁰
Airport Sports Soccer Clubhouse	700 Hull Rd.	12	Monthly	17 ⁰⁰	204 ⁰⁰
W.T.P. admin.	301 Jefferson Street	12	Monthly	27 ⁰⁰	324 ⁰⁰
W.W.T.P. Admin.	550 North Orchard	12	Monthly	21 ⁰⁰	252 ⁰⁰
Bait house	1 South Beach Street	12	Monthly	17 ⁰⁰	204 ⁰⁰
Casen Park	1 South Beach Street	12	Monthly	17 ⁰⁰	204 ⁰⁰
Fortunato Park	2 John Anderson Rd.	12	Monthly	18 ⁰⁰	216 ⁰⁰
Central Park 1	601 Fleming Ave.	12	Monthly	19 ⁰⁰	228 ⁰⁰
Central Park 2	601 Hammock Lane	12	Monthly	20 ⁰⁰	240 ⁰⁰
Sanchez Park	329 Sanchez Ave.	12	Monthly	20 ⁰⁰	240 ⁰⁰
Andy Romano Park	839 South Atlantic	12	Monthly	21 ⁰⁰	252 ⁰⁰
Environmental Discovery Center	601 Division Ave.	12	Monthly	40 ⁰⁰	480 ⁰⁰
Airport Sports Pride Restrooms	700 Hull Rd.	12	Monthly	23 ⁰⁰	276 ⁰⁰
Airport Sports Greg Boehm Softball Fields Restrooms	700 Hull Rd.	12	Monthly	23 ⁰⁰	276 ⁰⁰
Airport Sports Greg Smith Field House	700 Hull Rd.	12	Monthly	23 ⁰⁰	276 ⁰⁰
Championship field restrooms	700 Hull Rd.	12	Monthly	23 ⁰⁰	276 ⁰⁰
Nova Skate Park	440 North Nova Rd.	12	Monthly	23 ⁰⁰	276 ⁰⁰

Cost per rodent box (various locations as requested) \$ 25.50

Cost for monthly monitoring per rodent box \$ 5.00

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023 -20)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
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

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: Royal Pest Services, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 6894 Phillips Pkwy Dr N
Jacksonville FL 32256

PHONE NO.: 904 886-2847 FAX NO.: 855 287 5636

SUBMITTER'S NAME: Rick Veen
(Typed or Printed in Ink)

TITLE: MANAGER

AUTHORIZED SIGNATURE: I, Rick Veen 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 WILL RESULT IN REJECTION OF YOUR PROPOSAL.

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.

Royal Pest Services, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE
Ricca Veen
SIGNER'S NAME (PRINT OR TYPE)
Manager
TITLE
2/3/2023
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)
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.

Royal Pest Services, Inc.
Company Name
Rick Veer
Authorized Signature
RICK VEER
Print Name

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)

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.

Royal Pest Services, Inc.
COMPANY NAME
Rick Veer
AUTHORIZED SIGNATURE
RICK VEER
NAME
MANAGER
TITLE
2/3/2023
DATE

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S 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 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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renew - Ormond Beach Historical Society, Inc.		
Summary:	Staff intends to automatically renew the agreement with the Ormond Beach Historical Society, Inc. (OBHS). In March 2023, the City Commission approved Resolution No. 2023-58 authorizing the execution of a service contract between the City and OBHS for the operation of a Welcome Center within the MacDonald House and leasing of certain rooms within the MacDonald House for the operation of OBHS activities. OBHS is the only nonprofit organization in the City that provides information about recreational, entertainment, cultural, historical sites and activities, as well as organizes tours and other special events. The MacDonald House Museum of History and Welcome Center continues to be a destination for visitors, residents and tourists from outside the area. In 2024, OBHS had the following accomplishments: • Membership – 458 Total • Operated the MacDonald House and Welcome Center 25 hours per week with 1,565 visitors • Total people for all in-person activities: 4,786 • Pilgrims Rest Cemetery Tour • Staffed the Hotel Ormond Cupola • Organized, produced, and presented historical events: Starry, Starry Night with Ormond Memorial Art Museum, Octoberfest, Mardi Gras, and Annual Tours of Homes The contribution of \$15,810 from the City to OBHS allows continuation of their services in providing programs and events to citizens and		

	visitors, while preserving local history. The agreement automatically renews for 4 additional one-year periods unless either party provides at least 30 days prior written notice of intent not to renew. This auto-renewal effective April 2024 will be the second auto-renewal. Staff believes it is in the best interest of the community that the contract be renewed an additional year.						
Financial Impact:	Funding of \$15,810 is included in the Fiscal Year 2024-25 General Fund budget.						
Citizen Impact:	The automatic renewal allows continuation of services in programing and events for citizens and preserving local history while sharing it with residents and visitors.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to allow the contract with the OBHS to automatically renew for one additional year, unless otherwise directed.						
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279						
Attachments:	1. Agreement 2. Insurance Certificate						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>1/27/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>1/29/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>2/12/2025</td> </tr> </table>	Kelly McGuire, Finance Director	1/27/2025	Claire Whitley/Shawn Finley, Assistant City Manager	1/29/2025	Joyce Shanahan, City Manager	2/12/2025
Kelly McGuire, Finance Director	1/27/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	1/29/2025						
Joyce Shanahan, City Manager	2/12/2025						

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
THE CITY OF ORMOND BEACH WELCOME CENTER**

THIS AGREEMENT is made and entered into by and between the CITY OF ORMOND BEACH ("City"), a municipal corporation and THE ORMOND BEACH HISTORICAL SOCIETY, INC. ("OBHS"), a Florida Not For Profit Corporation,

WHEREAS, the City owns a historical property known as the "MacDonald House" located at 38 East Granada Boulevard in Ormond Beach (Tax Assessor No. 4214-11-00-0021); and

WHEREAS, the City has a Welcome Center that has been successfully operated and managed by OBHS from the MacDonald House; and

WHEREAS, the Welcome Center receives approximately 20-50 visitors per week. The visitors are a mix of locals, tourists and new residents. OBHS provides information about recreational, entertainment, cultural and historical sites and activities in Ormond, as well as organizes tours and other special events. In 2022 OBHS provided visitation, tours and special events to 4,786 adults and 33 children; and

WHEREAS, all parties agree that the operation of the Welcome Center is beneficial to OBHS and the City, and as such, the parties wish to enter into a five year agreement with OBHS to continue to provide this service; and

WHEREAS, payment by the City to OBHS in the amount of \$15,810:00 per year is fair and reasonable compensation to offset the costs incurred by OBHS to operate and maintain the Welcome Center, and

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct, are made by each party to induce the other party to enter into and execute this Operation and Maintenance Agreement ("Agreement"), and are incorporated herein by reference and made a part of this Agreement.

2. Term. This Agreement shall be effective on the date it is last signed by the undersigned parties. The initial term of this Agreement shall be for one (1) year and shall be automatically renewed for four (4) additional one (1) year periods unless it is terminated as provided in paragraph 13 below.

3. Scope of Services.

a) "Welcome Center". OBHS is responsible for the maintenance and operation of a "Welcome Center" which shall be open to the general public during the following times: Tuesday through Saturday, 10:00 am to 3:00 pm. OBHS shall have the non-exclusive use of the real property and fixtures comprising the front two (2) rooms on the

first floor of the MacDonald House (the "Premises), and as depicted on the sketch of the MacDonald House attached as Exhibit A, for the operation of the Welcome Center.

Welcome Center activities include but are not limited to: showing current exhibits, picture and video depiction of Ormond history, providing information and an introduction to recreational, entertainment, cultural and historical sites and activities in Ormond, organizing educational programs, walking tours, bus tours, plantation tours, cemetery tours, and opening the Hotel Ormond Cupola (located in Fortunato Park) to the public twice a week, and other special events.

b) "Ames House" Property. OBHS is responsible for the maintenance and display of the following items of the City's personal property which were located at the City's facility known as the "Ames House": one (1) display cabinet, and one (1) antique marble topped wash stand.

c) Display of Private Property. OBHS is responsible for the display of various items of artistic, cultural, historical and educational interest about Ormond Beach, that are privately owned ("Private Owners"), and the City shall not have any right, claim or interest in or to any such privately owned items of personal property. Further, the OBHS shall fully indemnify and hold the City harmless from and against any and all actions, suits and claims for damages by any and all Private Owners arising from OBHS's maintenance, use, and display of such items of privately owned personal property.

d) Joint Display of Property. OBHS shall cooperate with Ormond Beach Memorial Art Museum, Inc. ("OMAMI") regarding the mutual and joint display of various items of artistic, cultural, historical and educational interest about Ormond Beach.

4. Consideration. City shall pay to OBHS the sum of Fifteen Thousand Eight Hundred Ten and 00/100 dollars (\$15,810.00), which shall be payable within thirty (30) days of the effective date of this Agreement. Thereafter, the City Commission may, in its sole and absolute discretion, appropriate additional funds to OBHS to be used for the purposes expressed herein.

5. Compliance with Laws. OBHS shall at all times observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City of Ormond Beach and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises.

6. Access to Premises by City. It is expressly understood and agreed that City retains the right to supervise and control the Premises and that OBHS' use of the Premises for a Welcome Center is non-exclusive.

7. Public Access. OBHS shall not implement any policies, procedures, or rules that either restrict or prohibit access to and use of the facilities by members of the public who are otherwise eligible to use those facilities.

8. Taxes. OBHS shall be responsible for the payment of any and all sales, use, property tax assessments, or any other taxes of any kind imposed upon OBHS (or City)

by the State of Florida, Volusia County, or any other government agency, arising from OBHS's use of the Premises. OBHS is also responsible for procuring and maintaining a local business tax registration certificate from the City of Ormond Beach.

9. **Operational Expenses.** OBHS shall at its sole expense, be responsible for paying its own monthly operational expenses, including its expenses for telephone services and the installation of telephone lines relative thereto. OBHS is responsible for its own furnishings, inside and outside the building, and must keep such furnishings in good repair and aesthetically pleasing.

10. **Mandatory Record Keeping.** OBHS is required to keep a daily record of the number of visitors to the Welcome Center and the services provided. OBHS shall provide City with copies of the records at the end of each calendar year for its review. This reporting is a material requirement of this Agreement and is for the purpose of determining the continued public benefit and viability of the Welcome Center.

11. **Non-Exclusive Use.**

a) OBHS's right to use the Premises as described in this paragraph is non-exclusive, and the City expressly reserves the right to use any and all portions of the Premises, for any purpose that the City in its sole and absolute discretion so desires, so long as such use by the City does not materially or adversely affect or interfere with the use of the Premises granted to OBHS herein.

b) OBHS understands and acknowledges that the back three (3) rooms on the first floor are currently being used for the administration and provision of tennis related activities, and that this use may continue without it being construed by OBHS as materially or adversely affecting or interfering with OBHS's non-exclusive use and occupancy of the Premises granted herein. Further, the City expressly retains the right to use or authorize such other and further use of the back three (3) rooms as the City so desires.

c) The City shall in its sole and absolute discretion have the exclusive right to renovate and make improvements to all or any part of the Premises to appropriate funds therefor, or to authorize OBHS to make renovations or improvements thereto. In the event renovations or improvements are made to any part of the Premises, they shall not be construed by OBHS as an adverse or material interference with OBHS's non-exclusive right to use the Premises. Further, OBHS shall not make or permit to be made any alterations, additions, improvements or changes in or to the Premises without obtaining the prior written consent of the City. Consent by the City to any particular alteration, addition, improvement or change shall not be deemed a waiver or continuing consent by the City regarding any future alteration, addition, improvement or change desired by OBHS.

12. **Maintenance and Utilities.** The City shall, at its own expense, provide OBHS all necessary utilities such as gas, electric, water, garbage collection, and sewer services used on the Premises. OBHS shall be responsible for keeping all areas used by the Welcome Center clean and presentable to the public. OBHS shall perform daily safety, maintenance, and cleaning checks of the grounds and building and promptly notify the

City of any safety concerns. The City shall make repairs to the Premises when the City deems necessary, however OBHS shall be responsible for any and all repairs of City property (major or minor) caused by OBHS.

13. Termination of Agreement.

a) **Termination Without Cause.** Either the City or OBHS may terminate this Agreement, at any time and without cause, upon providing at least sixty (60) days prior written notice of the same to the other party.

b) **Termination with Cause.** The Ormond Beach City Manager, or designee, is authorized to closely monitor OBHS's operation and use of the Premises and, in the event a factual determination is made by her that OBHS has breached a material term or condition of this Agreement, she shall so notify OBHS, in writing, specifically as to the manner and basis upon which said breach is predicated. If the City Manager determines that OBHS is either unwilling or unable to remedy said breach by taking corrective action within five (5) business days, she may take such action thereon as deemed appropriate, including termination of the Agreement.

c) In the event any portion or all of the premises become unavailable or unusable by OBHS for its intended purposes, by reason of structural incapacity, irreparability, condemnation, or sale of the building, or damage, either party may terminate this agreement without penalty.

14. Capital and Property Improvements.

(a) Any proposed Capital Improvements to the Premises shall be approved by the Ormond Beach City Commission in accordance with applicable laws and the availability of funds. For purposes of this section, "Capital Improvements" are defined as any project(s) that exceed(s) \$25,000 in cost with an expected useful life of two (2) years or longer.

(b) Any and all property improvements that may be proposed by OBHS shall be approved by the Ormond Beach City Manager (or designee), shall comply with local building and permitting requirements applicable to the Premises, and shall become the property of City upon the expiration or termination of this Agreement.

15. Assignment. This Agreement shall not be assignable.

16. Complete Agreement. This Agreement constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

17. Amendment to Agreement. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

18. Notices. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in

writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Ormond Beach Historical Society, Inc.
Mary Smith, President
38 E. Granada Boulevard
Ormond Beach, FL 32174

19. **Sovereign Immunity.** 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.

20. **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.

21. **Waiver of Conditions.** No waiver by City of any condition or breach of performance by OBHS shall constitute an irrevocable, continuing, or subsequent waiver by City of the same condition or breach of performance, or of any other condition or other breach of performance.

22. **Attorney's Fees and Costs.** As a result of any action or proceeding regarding this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and all taxable costs, through and including any and all appeals, in addition to any damages which may be awarded.

23. **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 OBHS are not materially affected, altered or impaired as a result of said judicial declaration.

24. **Effective Date.** This Agreement shall become effective on the date it is last executed by the respective parties.

25. **Provisions Relative to Risk Management.**

(a) **Indemnification and Hold Harmless.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) **Payment on Behalf of City.** OBHS shall pay all costs of the City's legal defense, as may be selected by City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of City shall be in addition to any and all other legal

remedies available to City and shall not be considered to be City's exclusive remedy.

(c) **Loss Control/Safety.** Precaution shall be exercised at all times by OBHS for the protection of all persons, including employees and property. OBHS shall comply with all applicable laws, regulations and ordinances related to safety and health and shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

(d) **General Insurance Requirements.** OBHS shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect Owner from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of OBHS's operations.

(e) **Types of Insurance and Limits of Liability.**

(1) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of no less or limited to:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES,
WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

(2) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):

- a. Premises and Operations
- b. Personal Injury Liability
- c. Products & Completed Operations
- d. Fire Damage Liability
- e. Blanket Contractual Liability
- f. Liquor Liability

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following:

\$1 Million Each Occurrence
\$1 Million General Aggregate

**\$1 Million Aggregate Products & Completed Operations
\$ 300,000 Fire Damage (any one fire)**

Limits are subject to increase depending on the value and/or risk to leased premises.

- (3) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less or limited to:

\$1 Million Combined Single Limit for Bodily Injury and Property Damage

- (4) Property Insurance (Real & Personal) - OBHS shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

- (5) Requirements for Certificates of Insurance.

a. With the execution of the Lease Documents, OBHS shall provide certificates of such insurance acceptable to Owner. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the actual notice be signed by an authorized representative of the insurer and given to Owner. OBHS shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of Owner. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Lease Documents.

b. New certificates of insurance shall be provided to Owner at least fifteen (15) days prior to coverage renewals.

c. If requested by Owner, OBHS shall furnish complete copies of OBHS's insurance policies, forms and endorsements.

d. For Commercial General Liability coverage OBHS shall, at the option of Owner provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate aggregate limit may be required by Owner for the given lease.

e. If OBHS fails to obtain and maintain for the life of the Lease the insurance required hereby or to replace any such expired or canceled policy, Owner may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by Owner in payment of premiums for such insurance shall be promptly reimbursed to Owner by OBHS.

(6) Policies of Insurance

a. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.

b. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

c. All policies of insurance or certificates thereof referred to in this Lease shall be deposited with the City Clerk.

d. Owner shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.

26. Compliance with Florida Public Records Law. OBHS 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 OBHS or keep and maintain public records required by the City to perform the service. If the OBHS transfers all public records to the City upon completion of the contract, the OBHS shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If OBHS keeps and maintains public records upon the completion of the contract, OBHS 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 OBHS to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject OBHS to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF OBHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OBHS' 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)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 7 day of March, 2023.

Witnesses:

CITY OF ORMOND BEACH



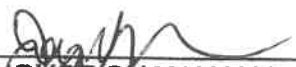
Print Name: Taylor Lochert



Print Name: Nicole A. Harres

By: 

BILL PARTINGTON
Mayor

By: 

JOYCE SHANAHAN
City Manager

DATED this 20th day of April, 2023.

Witnesses:

ORMOND BEACH HISTORICAL
SOCIETY, INC.

Kelly Burt

Print Name: KELLY BURTON

By: Mary E. Smith

Print Name: MARY E SMITH

Title: PRESIDENT

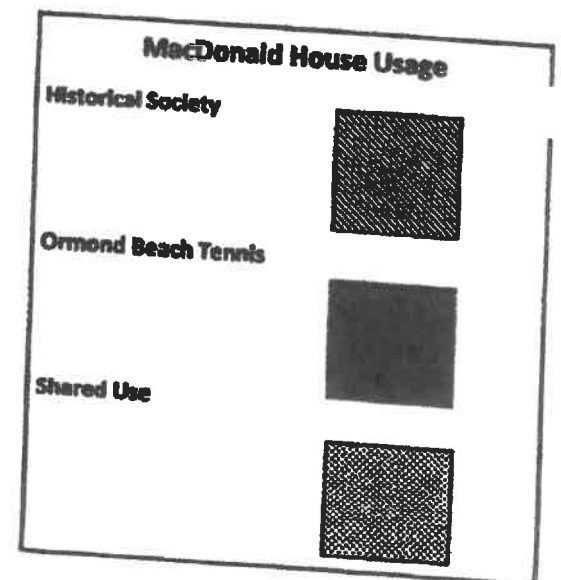
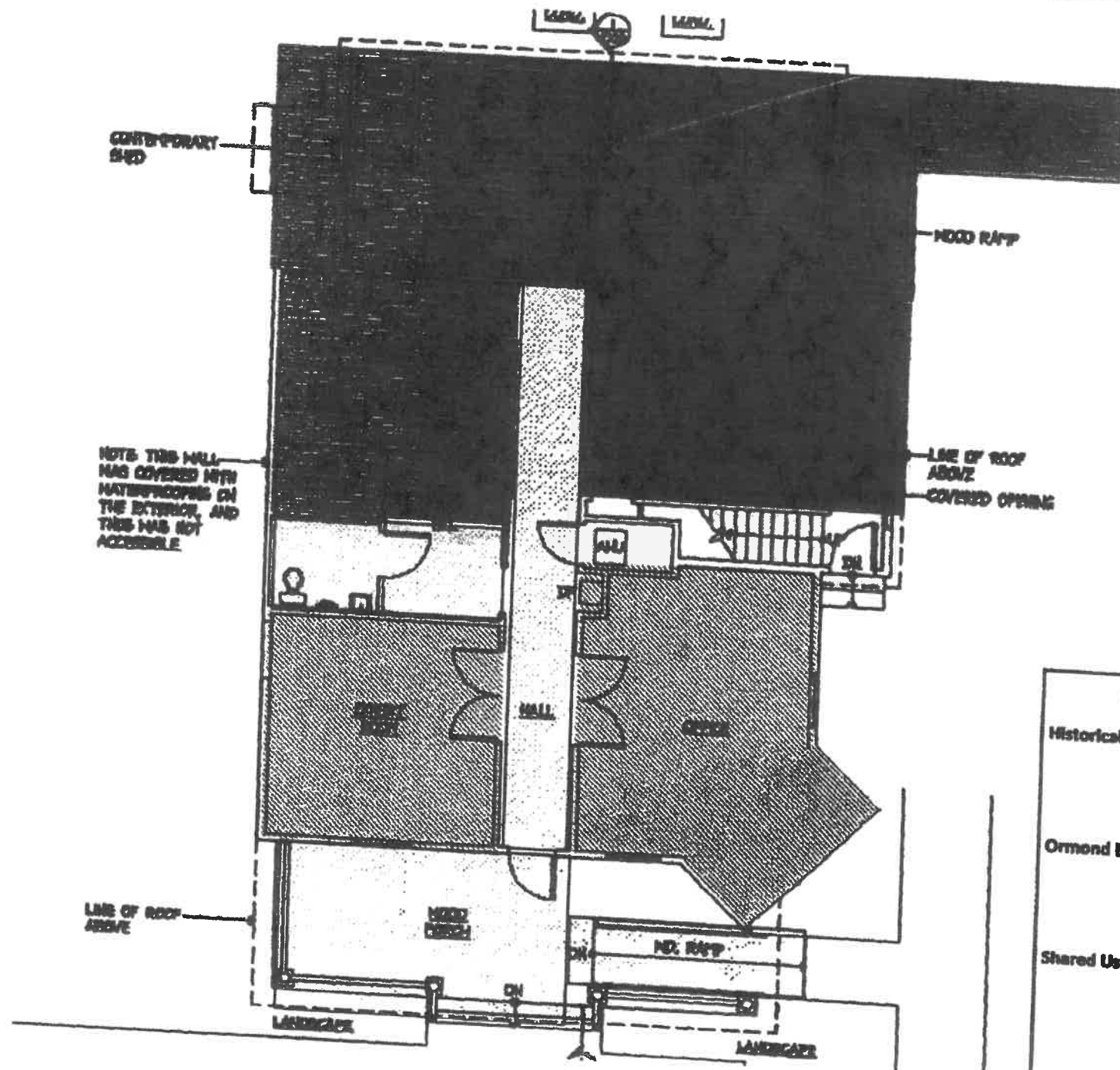
Print Name: _____

Attest: _____

Print Name: _____

Title: _____

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2025

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
Foundation Risk Partners, Corp. dba Foundation Risk Partners of
Florida
780 W. Granada Blvd.
Ormond Beach FL 32174

CONTACT

NAME:

PHONE

(A/C, No, Ext): 386-677-4761

FAX

(A/C, No): 386-673-5370

E-MAIL

ADDRESS: email@HIPFlorida.com

INSURED
Ormond Beach Historical Society Inc
38 E Granada Blvd
Ormond Beach FL 32176-6511

License#: L100460
ORMOBEA-03**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Southern-Owners Insurance Company

10190

INSURER B: Hartford Casualty Insurance Company

29424

INSURER C: Philadelphia Indemnity Insurance Company

18058

INSURER D: Continental Casualty Company

20443

INSURER E:**INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 558675382**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		72113399	2/14/2025	2/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		9681935100	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	21WECA85XSX	7/25/2024	7/25/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Accident Policy Professional Liability		PHPA148504 5096433722	11/1/2024 2/15/2024	11/1/2025 2/15/2026	Acc Death Aggregate Limit \$25,000 \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach
22 S Beach Street
Ormond Beach FL 32174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renew - Radio Control Club		
Summary:	Staff intends to allow the auto-renewal of the Ormond Beach Radio Control Club (Club) agreement for an additional year. The lease agreement allows the Club to operate electric-powered model airplanes in the upper landfill area in Nova Community Park. The Club must follow strict conditions which do not impact the neighboring residential area; they have continuously met those conditions. The Club would like to continue this agreement, which has been allowed to automatically renew annually since 2008 (the end of the initial term).		
Financial Impact:	None		
Citizen Impact:	The lease provides a way for the Club to enjoy their hobby in a professional manner, at a designated location, which causes the least disturbance to surrounding neighbors.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intend to allow the contract to auto-renew an additional year, unless otherwise directed.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. RES 2007-56 2. Insurance Cert		
Approval:	Kelly McGuire, Finance Director		1/13/2025

	Claire Whitley/Shawn Finley, Assistant City Manager	1/17/2025
	Joyce Shanahan, City Manager	1/17/2025

RESOLUTION NO. 2007-56

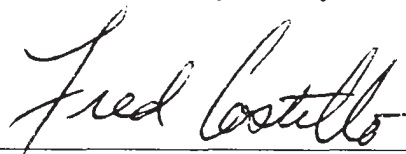
A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDED MODEL AIRPLANE LEASE AGREEMENT AND A FIRST AMENDED ACCESS AGREEMENT BETWEEN THE CITY AND ORMOND BEACH RADIO CONTROL CLUB, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a First Amended Model Airplane Lease Agreement and a First Amended Access Agreement between the City and Ormond Beach Radio Control Club, Inc., for the purposes stated therein; copies of said agreements being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 1st day of May, 2007.



FRED COSTELLO
Mayor

ATTEST:



VERONICA PATTERSON
City Clerk

FIRST AMENDED MODEL AIRPLANE LEASE AGREEMENT

THIS FIRST AMENDED AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH RADIO CONTROL CLUB, INC.**, a non-profit corporation duly formed and existing under the laws of the State of Florida, ("LESSEE"), on the terms and conditions described herein, which terms and conditions constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services that are provided by non-profit volunteer recreation groups; and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE; and

WHEREAS, the LESSOR and LESSEE desire to enter into a lease for the use of certain premises as described in Exhibit "A" attached hereto solely for the operation of electric-powered model airplanes, both on the ground and in the airspace above the lease premises;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. **RECITALS.** The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. **GENERAL COVENANTS.**

a) LESSEE is a non-profit corporation and no officer, director, board member, or volunteer thereof shall receive any compensation for their services.

b) LESSEE shall have the exclusive privilege of using the premises, as described and depicted in Exhibit "A" attached hereto and incorporated herein by reference,

solely for the operation of electric-powered model airplanes, both on the ground and in the airspace above the premises, subject to the following conditions:

- i) Designated times for the use of the premises shall be: Monday through Saturday (8:00 a.m. to 8:00 p.m.); and Sunday (9:00 a.m. to 6:00 p.m.).
- ii) Only electric-powered model airplanes shall be operated (fuel-powered model airplanes are prohibited). No more than two (2) electric-powered airplanes shall be operated at the same time.
- iii) Electric-powered model airplanes shall only be operated on and in the airspace above the premises depicted in Exhibit "A". Flags shall be posted around the perimeter of the premises to delineate the boundary of the fly-zone.

c) Contemporaneously with the execution of this Agreement the parties hereto shall enter into an access easement for the ingress and egress by LESSEE to the premises depicted on Exhibit "A". By providing access to the premises LESSOR is not expressly or implicitly agreeing to give LESSEE additional access to any other portion of LESSOR'S property located at 440 N. Nova Road, Ormond Beach, Volusia County, Florida.

d) Vehicular access to the premises depicted on Exhibit "A" shall only be gained over the access easement and shall be strictly restricted to vehicles with the appropriate disabled parking permit issued under Sections 316.1958 or 320.0848, *Florida Statutes*, or a license plate issued under Sections 320.084, 320.0842, 320.0843 or 320.0845, *Florida Statutes*, and such access will be permitted only when the vehicle is transporting the person to whom the displayed permit is issued. Otherwise, all access to the premises depicted on Exhibit "A" shall be strictly pedestrian access only. Violation of this provision may result in the City's termination of this lease agreement without benefit of the notice provisions set forth in Paragraph 5, TERM AND TERMINATION.

3. **MAINTENANCE.** LESSOR shall maintain and repair the premises at its own expense, and shall have the right to close the premises and/or surrounding facilities to

protect the health, safety, or welfare of the public. The LESSEE shall not perform any maintenance or repair of the premises without the prior written consent of the LESSOR.

4. **IMPROVEMENTS.** The LESSEE shall not make any alterations or improvements to the leased premises without the complying with any required conditions of the City's Land Development Code. Any alterations or improvements to the leased premises by LESSEE shall not involve vehicular access of any type with the exception of a riding lawnmower as provided in Paragraph 3 above as to the area depicted in Exhibit "A." Any alterations or improvements to the leased premises by LESSEE shall not involve any compaction of the area depicted in Exhibit "A." LESSEE assumes all risk with respect to the construction of the improvements to the property and agrees that all improvements shall comply with all building code requirements, including all matters pertaining to zoning of the property. All improvements to the property made by LESSEE shall become the property of LESSOR upon termination of this agreement. The LESSEE shall be responsible for paying any and all costs and expenses associated with any improvement it makes to the leased premises.

5. **TERM AND TERMINATION.** This Agreement shall begin on the date it is last signed by the respective parties. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides prior notice to the other party of their intent not to renew the Agreement. Either party may terminate this agreement without cause upon providing the other party with at least sixty (60) days prior written notice. The city commission may terminate this Agreement for cause for a violation of any of the General Covenants described in paragraph 2 above upon providing the other party with at least thirty (30) days prior written notice of the intention to terminate the Agreement for cause.

6. **CONSIDERATION.** LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR (\$1.00) per year for use of the facilities.

7. **LIABILITY AND INDEMNIFICATION.**

a) **Hold Harmless & Indemnification.** The LESSEE shall hold harmless and indemnify the LESSOR (including its appointed and elected officers, employees, agents, and

other representatives) from and against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions caused in whole or in part by LESSEE (including its directors, officers, employees, volunteers, agents, and other representatives) committed in furtherance of this Agreement or use of the recreational facilities. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

b) **Loss Control & Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

8. **ADVERTISEMENT.** No one shall be permitted to display any advertisement at the facilities without the prior written approval of the City Leisure Services Director. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

9. **SOVEREIGN IMMUNITY.** The CITY retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

10. **ASSIGNMENT.** This Agreement shall not be assigned, transferred, or otherwise conveyed in whole or in part, including all or any part of any privileges thereunder by either party.

11. **INSURANCE.** The LESSEE shall, at its own expense, purchase and maintain applicable insurance in accordance with the City's applicable insurance requirements.

12. **COMPLETE AGREEMENT.** This Agreement constitutes the entire and complete agreement between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

13. **SEVERABILITY.** In the event any provision of this Agreement is declared to be null and void and unenforceable by a court of competent jurisdiction, then in that event, the remaining part of the Agreement shall remain in full force and effect.

14. **NOTICES.** Any notice that is required to be given by this Agreement shall be directed to the following:

CITY OF ORMOND BEACH
Office of the City Manager
22 South Beach Street
Ormond Beach, FL 32174

ORMOND BEACH RADIO
CONTROL CLUB, INC.
4 Katrinas Drive
Ormond Beach, FL 32174

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1st day of May, 2007

Witnesses:

CITY OF ORMOND BEACH

Les Towey
Print Name: Les Towey

By: Fred Costello
FRED COSTELLO
Mayor

Sha Ross
Print Name: Sha Ross

Attest: Isaac Turner
ISAAC TURNER
City Manager

DATED this 10th day of May, 2007.

Witnesses:

ORMOND BEACH RADIO
CONTROL CLUB, INC.

Dawn Cooklin
Print Name: Dawn Cooklin

By: Clifford Norris
CLIFFORD NORRIS
President

Lois Toway
Print Name: Lois Toway

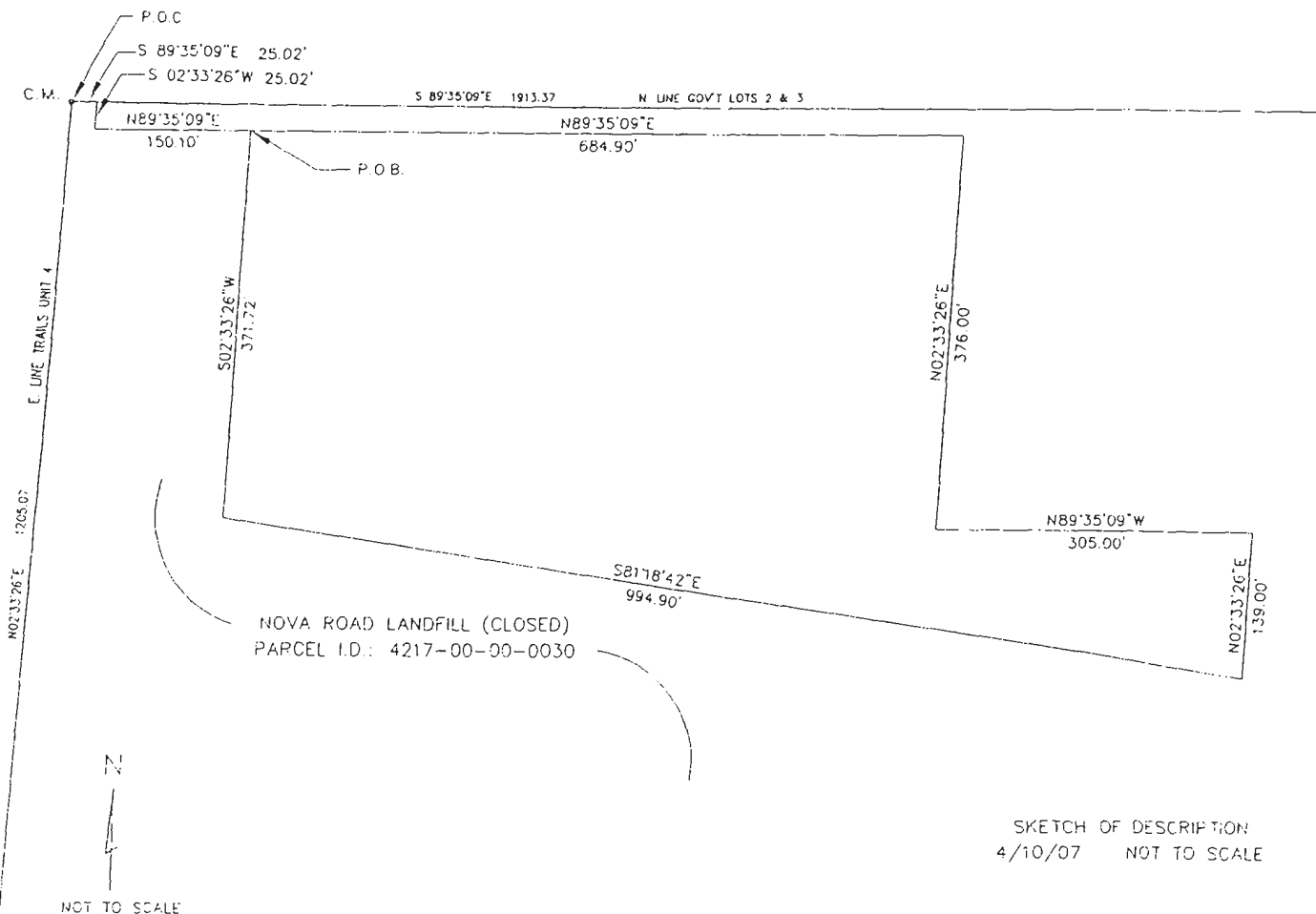
Attest: _____
Print Name: _____
Title: _____

NOVA LANDFILL LEASE AREA

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $89^{\circ} 35' 09''$ EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH $2^{\circ} 33' 26''$ WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET, THENCE NORTH $89^{\circ} 35' 09''$ EAST A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $2^{\circ} 33' 26''$ WEST A DISTANCE OF 371.72 FEET; THENCE SOUTH $81^{\circ} 18' 42''$ EAST A DISTANCE OF 994.90 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 139.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 305.00 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 376.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 684.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 323,976.78 SQUARE FEET or 7.437
ACRES, MORE OR LESS



FIRST AMENDED ACCESS AGREEMENT

May **THIS AMENDED AGREEMENT** is entered into on the 10th day of May, 2007, between and among the **CITY OF ORMOND BEACH**, a Florida municipal corporation (hereinafter referred to as the "Grantor") and **ORMOND BEACH RADIO CONTROL CLUB, INC.**, a Florida non-profit corporation, whose post office address is 4 Katrinas Drive, Ormond Beach, Volusia County, Florida 32174 (hereinafter referred to as "Club"), on the terms and conditions set forth below.

WHEREAS, Grantor is the owner of certain property located at 440 Nova Road, Ormond Beach, Volusia County, Florida; and

WHEREAS, the Club wishes to obtain access to a portion of this property as described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, for the purpose of flying electric-powered model airplanes (this specific portion of the property is hereinafter referred to as the "Premises"); and

WHEREAS, Grantor has determined that it is in the best interests of the Grantor and Club to grant unto the Club limited access to the Premises pursuant to the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Grantor hereby grants and conveys unto the Club limited access to the Premises for the sole purpose of allowing the Club to utilize the Premises for the operation of electric-powered model airplanes in accordance with that certain First Amended Model Airplane Lease Agreement. Ingress and egress to the Premises shall be gained over an access easement as described and depicted on Exhibit "B" attached hereto and incorporated herein by reference. Ingress and egress shall be for pedestrian use only except for limited vehicular access as outlined in Paragraph 2(d) of the Model Airplane Lease Agreement executed by the parties hereto. By providing access to the Premises, Grantor is not expressly or implicitly agreeing to give the Club additional access to any other portion of Grantor's property located at 440 Nova Road, Ormond Beach, Volusia County, Florida.

2. The Club shall hold harmless and indemnify the Grantor (including its appointed and elected officers, employees, agents, and other representatives) from and against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions caused in whole or in part by Club (including its directors, officers, employees, volunteers, agents, and other representatives) committed in furtherance of this Agreement or use of the access easement or recreational facilities. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

3. Any notice required to be given in connection with this Agreement shall be in writing and deemed received 72 hours after its deposit in the United States Mail, Certified Mail Return Receipt, postage pre-paid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at the following addresses:

If to Grantor:

City Manager
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277

If to Club:

President
Ormond Beach Radio Control Club, Inc.
4 Katrinas Drive
Ormond Beach, FL 32174

4. The Grantor and the Club agree that this Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral relating to the matters set forth herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. The covenants, promises, and representations herein contained shall survive any termination of this Agreement.

5. The Grantor retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

6. Venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Fla. The parties expressly waive venue in any other state or federal forum.

7. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such termination.

8. This Agreement shall be recorded in the Public Records of Volusia County, at the expense of the Club.

9. Each party, and each person signing on behalf of a party, represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without the approval of any other person.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed on the day and year first above written.

WITNESSES:

CITY OF ORMOND BEACH, FLORIDA

Lisa Towey
Print Name: Lisa Towey

BY: Fred Costello
FRED COSTELLO
Mayor

Shirley Moss
Print Name: Shirley Moss

ATTEST: Isaac D. Turner
ISAAC D. TURNER
City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1st day of May, 2007, by FRED COSTELLO and ISAAC D. TURNER, the Mayor and City Manager of the City of Ormond Beach respectively, on behalf of the City of Ormond Beach. They are personally known to me.

NOTARY SEAL

NOTARY PUBLIC-STATE OF FLORIDA
 **Veronica Patterson**
Commission #DD413444
Expires: MAY 12, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Veronica Patterson

WITNESSES:

ORMOND BEACH RADIO CONTROL
CLUB, INC., a Florida non-profit corporation

Dawn Conklin
Print Name: Dawn Conklin

BY: Clifford Norris
Print Name: Clifford Norris
Title: President

Lisa Towey
Print Name: Lisa Towey

ATTEST: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of May, 2007, by
Clifford Norris, the President of the Ormond Beach
Radio Control Club, Inc. He is personally known to me or has produced
_____ as identification.

NOTARY SEAL

Veronica Patterson
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
 Veronica Patterson
Commission #DD413444
Expires: MAY 12, 2009
Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by
_____, the _____ of the Ormond
Beach Radio Control Club, Inc. He is personally known to me or has produced
_____ as identification.

NOTARY SEAL

Notary Public

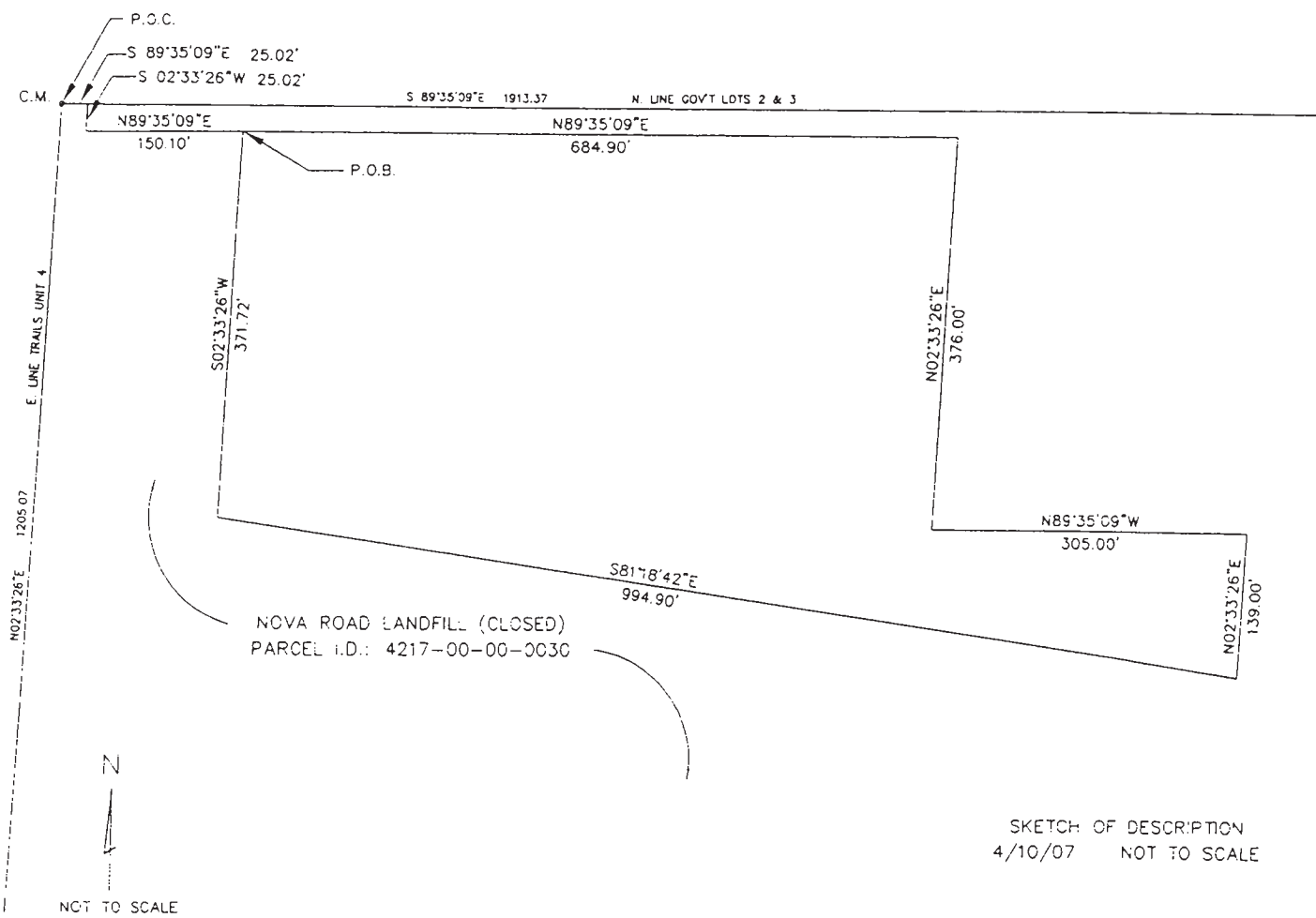
EXHIBIT "A" to Access Agreement

NOVA LANDFILL LEASE AREA

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $89^{\circ} 35' 09''$ EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH $2^{\circ} 33' 26''$ WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET; THENCE NORTH $89^{\circ} 35' 09''$ EAST A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $2^{\circ} 33' 26''$ WEST A DISTANCE OF 371.72 FEET; THENCE SOUTH $81^{\circ} 18' 42''$ EAST A DISTANCE OF 994.90 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 139.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 305.00 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 376.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 684.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 323,976.78 SQUARE FEET or 7.437
ACRES, MORE OR LESS



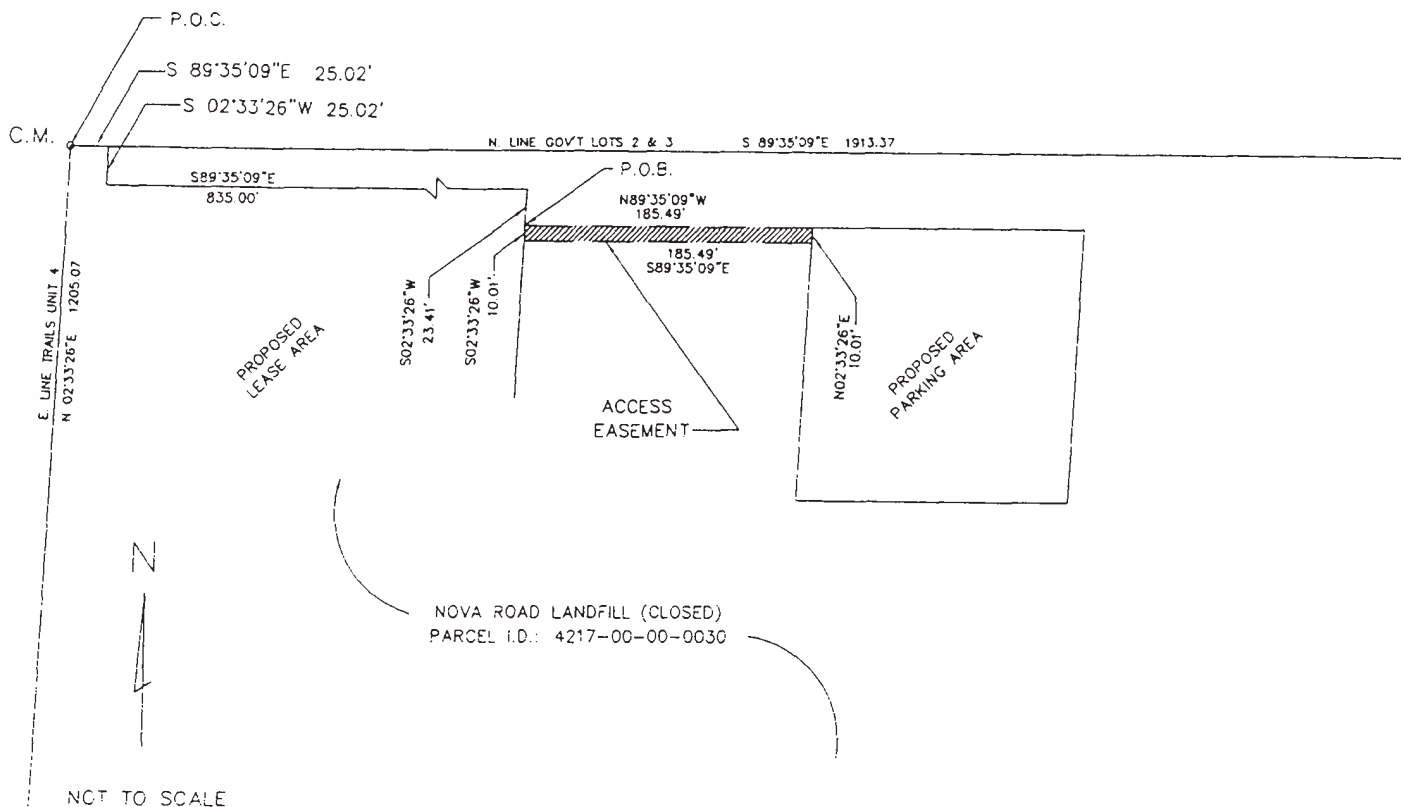
SKETCH OF DESCRIPTION
4/10/07 NOT TO SCALE

EXHIBIT "B" to Access Agreement

ORMOND BEACH RADIO CONTROL CLUB
NOVA LANDFILL LEASE AREA ACCESS EASEMENT
LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89° 35' 09" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 2° 33' 26" WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET; THENCE SOUTH 89° 35' 09" EAST A DISTANCE OF 835.00 FEET; THENCE SOUTH 2° 33' 26" WEST A DISTANCE OF 23.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 2° 33' 26" WEST A DISTANCE OF 10.01 FEET; THENCE SOUTH 89° 35' 09" EAST A DISTANCE OF 185.49 FEET; THENCE NORTH 2° 33' 26" EAST A DISTANCE OF 10.01 FEET; THENCE NORTH 89° 35' 09" WEST A DISTANCE OF 185.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,854.86 SQUARE FEET or 0.043 ACRES, MORE OR LESS



SKETCH OF DESCRIPTION
4/10/07 NOT TO SCALE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2024

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
FNIC
P.O. Box 45279
Omaha NE 68145

CONTACT

NAME:

PHONE

(A/C. No. Ext): 402-861-7000

FAX

(A/C. No.):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Illinois Union Insurance Company

27960

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Academy of Model Aeronautics, Inc.
&/or Affiliated &/or Associated Chartered
Clubs, Chapters & Members Thereof
5161 E. Memorial Drive
Muncie IN 47302

COVERAGES

CERTIFICATE NUMBER: 163345265

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		G22011534019	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 0
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 1,000,000
	POLICY ☐ PRO-JECT ☒ LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:					\$
	☐ AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	☐ UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability		G22011546019	3/31/2024	3/31/2025	Limits per Occ \$1,500,000 General Aggregate \$4,000,000

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

City of Ormond Beach is an additional insured, primary and non-contributing as respects to any additional insured site owner. Location: 300 N. Nova Rd. Ormond Beach FL. Club: 4549 Ormond Beach R/C Club.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	RFP - Automated Paid Parking Services		
Summary:	The purpose of this item is to provide notice of staff's intention to proceed with the advertisement of the Request for Proposals (RFP) No. 2025-28 for Automated Paid Parking Services. This RFP will solicit competitive sealed proposals for a turn-key Contractor hosted Automated Paid Parking Services (AMPPS) solution accepting credit and debit cards via mobile payment application, Quick Response (QR) code, near-field communications (NFC), and kiosks in on and off-street parking locations. There are 165 designated parking spaces at one city-owned parking area, possibly additional unspecified areas may be added in the future. The Contractor shall be equipped to operate all paid parking locations at the service level required to provide excellent customer service and to develop a verification procedure to identify and exempt Volusia County residents from parking fees, which could include license plate recognition technology or a mobile application. This RFP will be advertised beginning February 23, 2025, with the RFP opening being held on March 25, 2025. An agreement for the recommended vendor will be brought back to the City Commission for approval.		
Financial Impact:	The budget impact will be determined by the proposals.		
Citizen Impact:	Solicitation of proposals ensure a transparent process for selecting a qualified vendor.		

Recommended Action (Staff, Advisory Board and/or Other):	It is staff's intent to proceed with the advertisement of the RFP No. 2025-28 for Automated Paid Parking Services, unless otherwise directed.	
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279	
Attachments:	1. Parking RFP 2025-28	
Approval:	Kelly McGuire, Finance Director	1/31/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	1/31/2025
	Joyce Shanahan, City Manager	2/12/2025



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Automated Paid Parking Services

RFP NUMBER: 2025-28

RFP OPENING DATE & TIME: March 25, 2025, 2:00 PM

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME:

PRE-SUBMITTAL MEETING:

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

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)

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 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.

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/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 purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals for a turn-key Contractor hosted Automated Paid Parking Services (AMPPS) solution accepting credit and debit cards via mobile payment application, Quick Response (QR) code, near-field communications (NFC), and kiosks in on and off-street parking locations.

II. SCOPE OF SERVICES

The Contractor shall provide the management, operation, and maintenance of a turn-key Contractor hosted Automated Paid Parking Services (AMPPS) solution accepting

credit and debit cards via mobile payment application, Quick Response (QR) code, near-field communications (NFC), text to pay, and kiosks at all on and off-street parking locations as designated by the City. There are currently 165 designated parking spaces at one parking area, possibly additional unspecified areas may be added in the future. The Contractor shall be equipped to operate all paid parking locations at the service level required to provide excellent customer service and to develop a verification procedure to identify and exempt Volusia County residents from parking fees, which could include license plate recognition technology or a mobile application.

It is the intent that the conversion to paid parking will require customer-facing ambassadors at initiation (first two (2) weeks), as well as for peak shifts as agreed upon with the City. Ambassadors will be provided at a fixed hourly cost, with four (4) hour minimum shifts.

The preferred vendor must coordinate with the Volusia County Parking vendor to ensure that existing residents who are already registered for free parking can automatically access parking areas in the City of Ormond Beach at no cost. As well any residents who registered with the City of Ormond Beach can automatically have access to parking areas within the County at no cost. Operating hours of City parks may differ from County parks.

It shall be the responsibility of the Contractor to provide, maintain, issue, and track all Resident e-Passes, as well as other approved passes or multi-day parking passes. Resident and other monthly E-Passes are then billed back at a preferred rate or subsidized to be determined by the City, utilizing the credit card on file. The Contractor shall have a system in place to accept paid parking via a mobile application, Quick Response (QR) codes, and Near Field Communication (NFC).

Parking Rate and QR Code or mobile friendly website information Signage to be provided, maintained, and installed which shall be

- Scattered through lot (typically on a post or pole): positioned within every third space.
- Material: 1/8" aluminum composite board (Brand names are Dibond, MaxMetal, etc.)
- Size: Minimum 24x36
- Each sign will feature an enclosed near field communication (NFC Tag) to facilitate Apple Pay, Google Pay, etc.

Enforcement will be provided via fixed and/or roving Automated License Plate Recognition (ALPR) technologies. Any unpaid parking sessions exceeding ten (10) minutes shall be recovered utilizing a City approved post parking mail and email program, with all fees and costs approved in advance.

The AMPPS shall provide, at a minimum, real time data collection of all transactions by each location with web-based printable and exportable time-stamped, daily, weekly, and monthly reports broken out by location and type along with real-time web-based reporting.

The AMPPS shall process real-time credit, debit card authorizations, accommodate digital wallet payments, and Near Field Communication (NFC) with tap-and-go. The AMPPS shall include a secured Contractor-hosted public payment website and mobile friendly website for real-time open/closed status of locations and, if applicable, closure reason, including mobile/smartphone and ADA accessibility. Status for parking locations shall be displayed using a Green/Yellow/Red status indication, along with the text descriptors of Open/Near Capacity/Full (or Closed), respectively. The contractor is responsible for updating the website and application throughout the contract. An option should be provided to show a visual indication at each parking location as to the status of such location.

Contractor shall pay all costs associated with the successful operation of the AMPPS beyond the physical, City provided equipment. This includes but is not limited to, all installation, administration, equipment, maintenance, automation, cameras, communication (voice and data), software, integration(s) into the City of Ormond Beach mobile applications, and Text-to-Pay operations.

The vendor needs to have capability to provide and install kiosk for credit card payment. The preferred and anticipated method shall be for payments to be mobile or on-line.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of (5) five-year term with the option for two (2), subsequent five (5) year renewal terms. All renewals will be automatically renewed 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:

1. Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposer are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this RFP. References shall include entities that are users of the website/software program or any proposed innovative technologies proposed;
2. Overall operation of customer transaction methodology/approach, kiosk management, control measures for preventing fraudulent transactions and loss prevention;
3. Functionality of proposed solution in accordance with the functional requirements matrix-Functionality of web-based customer portal and management system, any publicly accessible websites allowing for annual pass management and parking lot availability updates, system vehicle identification;

4. Functionality, ease of use with broad, gentle technology, accessibility (ADA) for all drivers, flexibility, scalability, usability, validation and promotional value, payment options, reservations, weather accommodation, bilingualism, interoperability and surveys;

5. Detailed implementation plan with timeline to install infrastructure, equipment costs and 5-year amortization schedule, public education and outreach staffing plans. Included in the staffing plan, vendor shall submit a breakout by position of staff salaries to include line items for salary, benefits, and markups as well as any proposed overhead and/or management fees allocated to salaries.

V. 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., March 25, 2025.

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
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.

VI. 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 the Leisure Services Department, Finance Department, and other City Department staff. 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:

Qualifications and Experience (30 points)

Revenue to the City (30 points)

Investment Strategy (30 points)

References (10 points)

Responsive proposals will be ranked in each of the criteria

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 CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or

specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	---

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for

nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Automated Paid Parking-Off Beach Parking
RFP No. 2025-28**

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
Request for Proposals (RFP)
Automated Paid Parking-Off Beach Parking
RFP No. 2025-28**

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

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: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

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.

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.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
Automated Paid Parking-Off Beach Parking
RFP No.2025-28
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.

Company Name

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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 AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	RFP - Sanitary Sewer Collections System Inflow & Infiltration Study		
Summary:	The purpose of this item is to inform the City Commission of Staff's intent to issue a Request for Proposal (RFP) to perform an evaluation of the City's sanitary sewer collection system focusing on issues with inflow and infiltration through manholes structures, gravity mains, and lateral service connections. This comprehensive survey will allow the City to prioritize their upgrades to the most severe sections. This survey will ensure the City maintains compliant with the FDEP requirements in the Section 62-600.705(2)(a), F.A.C. ruling. This ruling requires 25% of the sanitary sewer collection system be investigated within a 5-year period for excessive inflow and infiltration conflicts. Such conflicts can include cracks or breaks in the piping, cross-connection with storm systems, faulty lateral connections, tree root penetration, and degrading manhole structures. The intended method to develop this survey is through CCTV Inspections, Manhole Inspections, and Smoke Testing the mains and laterals. This program will be an ongoing project, with approximately sixteen miles of the City's gravity sewer collection system being inspected this first year and equal amounts proposed in future years to meet the FDEP requirement.. Staff has prepared a Request for Proposal manual to solicit for this project.		
Financial Impact:	The estimated cost is \$434,000. Funds are available in the Water and Wastewater Renewal and Rehabilitation (Annual) fund.		

Citizen Impact:	Maintaining proper operation of the sanitary sewer system protects the health of City citizens and the surrounding environments.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to issue this RFP to secure a contractor for performing the CCTV inspections and review of the data, unless otherwise directed.						
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305						
Attachments:	1. RFP 2025-31 Sanitary Sewer System Inflow & Infiltration Survey						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td><td>1/31/2025</td></tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td><td>2/6/2025</td></tr> <tr> <td>Joyce Shanahan, City Manager</td><td>2/12/2025</td></tr> </table>	Kelly McGuire, Finance Director	1/31/2025	Claire Whitley/Shawn Finley, Assistant City Manager	2/6/2025	Joyce Shanahan, City Manager	2/12/2025
Kelly McGuire, Finance Director	1/31/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	2/6/2025						
Joyce Shanahan, City Manager	2/12/2025						



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: SANITARY SEWER INFLOW & INFILTRATION SURVEY

RFP NUMBER: 2025-31

RFP OPENING DATE & TIME: March 26, 2025 2:00 PM

RFP OPENING LOCATION: Training Room, City Hall (breezeway)

PRE-PROPOSAL MEETING DATE & TIME: March 12, 2025 10:00 AM

PRE-PROPOSAL LOCATION: Training Room, City Hall (breezeway)

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

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)

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 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.

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/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 objective of the Inflow & Infiltration survey is to provide the City of Ormond Beach a comprehensive report of the sanitary sewer system. This survey will focus on rating areas with issues of Inflow & Infiltration through manhole structures, gravity mains, and sewer laterals. This rating system will allow the City of Ormond Beach to prioritize their upgrades to the most severe sections. This survey will facilitate the City of Ormond Beach, to maintain compliance with the FDEP requirements Section 62-600.705(2)(a), F.A.C. ruling. The ruling requires 25% of our sanitary sewer system within a five-year period be investigated for excessive I & I conflict. Such conflicts can include; cracks or breaks in the piping, cross-connection with storm systems, faulty lateral connections, tree root penetration, and degrading manhole structures.

II. SCOPE OF SERVICES

- The contractor will perform sufficient pipe cleaning for proper CCTV inspection on various pipe sizes within the City's roadways, right-of-way's, and easements (which may include backyards). Proper removal and disposal of debris at approved off-site dump facilities.
- A CCTV recorded inspection of various sizes within the designated sewer system. The CCTV inspection will include televised recorded lateral inspection along with the main. The approximate linear footage of the project is 100,000 of gravity mains and service laterals.
- The Contractor must be able to utilize at least 1080p HD digit quality resolution with locating Sonde built into the camera.
- The recorded footage needs to be reviewed and inspected for Quality Assurance & Quality Control by a certified NASSCO-PACP, LACP, and MACP operator prior to submitting. All recordings will be reviewed and inspected periodically and submitted to the City of Ormond Beach for approval and release of payment schedule.
- The Contractor will perform an approximate linear footage of 82,686 for smoke testing through the sewer system manhole structures (see technical specification in project manual). The Contractor will need to schedule with the City of Ormond Beach and the homeowners the date, location, and time of smoke testing. Any cross-connection or defects found through smoke testing must be logged and documented with pictures. The Contractor will need to schedule with property owners for access to any easements, including backyards.
- The Contractor will need to perform proper MOT for the safety of the citizens.
- A comprehensive map and report of the findings, to include but not limited to; confirmed pipe size/material, manhole depths, and defects graded for severity will be provided to the City of Ormond Beach by the contractor, as well as, a recommended action plan for each defect reported.

Methods used to survey the sanitary sewer system:

Manhole inspection

Manhole inspections can identify leaks from broken benches and joints due to tree root intrusion or design issues. Manholes can contribute to significant Inflow & Infiltration through leaky covers as well.

Smoke testing

Smoke testing locates inflow and infiltration sources by identifying stormwater drain cross connections, broken pipes and laterals, and unsealed manholes.

CCTV

The use of CCTV allows authorities to visualize the inside of pipes by using a small camera that travels down the length of a pipe to produce a visual representation of its condition. CCTV inspections can reveal the need for rehabilitating leaky pipes or broken lateral connections.

III. TERM OF AGREEMENT

Proposer agrees that the Work will be substantially completed within **245** calendar days after the date when the Contract Time commences to run, and completed within **305** **calendar** days after the date when the Contract Time commences to run.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

All interested Firms must submit a statement of qualifications for all personnel to be assigned to the project listing their prior applicable experience of projects of similar size and scope, certifications and industry licenses. At a minimum, the Firm's team should consist of personnel that meet the following requirements:

- I. PERSONNEL - All field crew members must have one operator with a current NASSCO-PACP, LACP, and MACP certification.
- II. PROJECT MANAGER - Project Managers will be required to be accessible throughout the project, submit monthly status reports and act as the point of contact between City staff and the Firm. Project managers shall have at least one (1) year of CCTV experience.
- III. DATA PROCESSING STAFF - All data processing staff shall be trained in the specified software application and possess a current NASSCO-PACP, LACP, and MACP certification

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. Qualifications & Experience:
 - The firm should provide general information regarding their history, qualifications, and licenses that are relevant to this project.
 - Firm must submit references for five (5) similar projects. Firm should submit contact name, address, phone, details on scope of project and timeline completed.
 - Firm shall have a documented experience of at least five (5) similar CCTV inspection surveys and/or a minimum of 1,000,000 linear footage CCTV inspection.
- B. Project Management Skills:
 - Demonstrate the order of operations to plan, design, execute, control, and finalize.
 - Firm is required to submit a sample set of deliverables with their Proposal. Sample deliverables should include a full deliverables package for a similar project in size and scope. City of Ormond Beach will review these for quality and overall usefulness of deliverable reports and databases.
- C. Data Analysis & Reporting Methods:
 - Service provider shall have certified NASSCO-PACP, LACP, and MACP Operators performing QA&QC.
- D. Equipment & Capabilities:
 - Firm must possess equipment that is updated with newest software applications, high quality, in good working condition, and facilitates an efficient process.
 - Firm must possess equipment capable of maintaining 1080p HD digit quality resolution with locating Sonde built into the camera.
 - Provide a 48hr or less emergency call-out service in response to any damage, blockage, or issues directly related to all operations within the project scope.
 - Firm must possess the capability to perform cleaning and CCTV inspection in lateral lines and in backyard easements.

VI. 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 the Utility Project Manager, Utility Manager, and Collections Supervisor. 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:

Qualifications & Experience (30 points)
Data Analysis & Reporting Methods (20 points)
Project Management Skills (10 points)
Equipment & Capabilities (15 points)
Pricing (15 points) – Exhibit B
Location (10 points)

Responsive proposals will be ranked in each of the criteria

**Evaluation Form
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
RFP 2025-31**

Name of Firm:

Reviewer:

Date:

Score

Qualification & Experience (30 pts Max)

Data Analysis & Reporting Methods (20 pts Max)

Project Management Skills (10 pts Max)

Equipment & Capabilities (15 pts Max)

Pricing (15 pts Max)

Headquarter Location (choose most appropriate one):

1 - Located in Ormond Beach Utility Service Area - 10 pts

2 - Located within 100 miles - 5 pts

3 - Located over 100 miles - 3 pts

Total

VII. 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 DATE & TIME.

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
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.

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

EXHIBIT A

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.

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 CG 00 01 11 85, or its successor form, including but not limited to the

following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT B
PRICE PROPOSAL
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31

ALL MEASUREMENTS ARE ESTIMATED FROM OUR GIS MAPPING SYSTEM

Item Number	Item Description	Item Quantity	Item Units	Unit Price	Item Price
1	INSPECT SANITARY SEWER LATERALS	674	EA	\$	\$
2	INSPECT 6-INCH SANITARY SEWER	2,217	LF	\$	\$
3	INSPECT 8-INCH SANITARY SEWER	68,899	LF	\$	\$
4	INSPECT 10-INCH SANITARY SEWER	4,733	LF	\$	\$
5	INSPECT 12-INCH SANITARY SEWER	2,211	LF	\$	\$
6	INSPECT 15-INCH SANITARY SEWER	4,586	LF	\$	\$
7	INSPECT 18-INCH SANITARY SEWER	40	LF	\$	\$
8	HEAVY CLEANING ANY SIZE SANITARY SEWER	4,134	LF	\$	\$
9	SMOKE TESTING	82,686	LF	\$	\$
10	MOBILIZATION/ DEMOBILIZATION	1	LS	\$	\$
11	INSPECT LEVEL 1 MANHOLE ASSESSMENT	359	EA	\$	\$

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PRICE ITEMS

Item No. 1 Inspect Sanitary Sewer Laterals

Measurement: The quantity for payment shall be Each Unit for inspecting sanitary sewer laterals.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress,

inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 2 Inspect 6-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 3 Inspect 8-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 4 Inspect 10-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 5 Inspect 12-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 6 Inspect 15-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 7 Inspect 18-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 8 Heavy Cleaning Any Size Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. This item requires written approval from the City's representative prior to commencement of this work.

Item No. 9 Smoke Testing

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: notification to homeowners, deployment of smoke generator, documentation of defects or cross-connections, and Maintenance of Traffic.

Item No. 10 Mobilization/Demobilization

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations.

The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

Payment. Partial payments for this item will be made in accordance with the following schedule:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

Item No. 11 Inspect Level 1 Manhole Assessment

Measurement: The quantity for payment shall be Each Unit for inspecting manhole structures.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the manhole details including; location, material, cover size, barrel size, ID / depth, condition of entire structure, indications of surcharge, and any inflow and infiltration issues, and Maintenance of Traffic.

City of Ormond Beach
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31

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

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: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

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.

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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.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

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City of Ormond Beach
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31
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.

Company Name

Authorized Signature

Print Name

Title

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES****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:
Printed Name/Seal of Notary, Commission and Expiration Date:

(seal)

My commission expires: _____

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HUMAN TRAFFICKING AFFIDAVIT **(SECTION 787.06, FLORIDA STATUTES)**

[illegible]

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non- governmental entity which does
(Title) (Business Name)
business in the State of Florida, hereinafter called the “Entity.”
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [] physical presence or [] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida

Printed name, commission and expiration of commission term

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SEWER LINE AND MANHOLE CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

1.02 RELATED WORK

- A. Television Inspection of Sewers is included in Section [02764].
- B. Sewer Flow Control is included in Section [02740].

NOTE: The following Paragraphs are not normally required for this Section. They are to be used at the discretion of the specifier.

PART 2 PRODUCTS

2.01 EQUIPMENT

A. Hydraulic Sewer Cleaning Equipment

- 1. The equipment used shall be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be the same diameter as the pipe being cleaned and shall provide flexible scraper around the outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment which cannot be collapsed instantly are used, special precautions against flooding of the sewers and public or private property shall be taken.

B. High Velocity Jet (Hydro cleaning) Equipment

- 1. All high velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a long-distance solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls shall be located so the equipment can be operated above ground.

C. Mechanical Cleaning Equipment

- 1. Bucket machines shall be in pairs and with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe shall not be acceptable.
- 2. Power rodding machines shall be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod shall be specifically treated steel. To ensure safe

operation, the machine shall have a fully enclosed body and an automatic safety release clutch or relief valve.

PART 3 EXECUTION

3.01 GENERAL

- A. Sewer line walls shall be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning shall be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

3.02 PREPARATION

- A. Selection of cleaning equipment shall be based on the conditions of the manhole and sewer lines at the time the work commences.
 - 1. Light cleaning (small amounts of debris existing within the sewer line): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.
 - 2. Heavy cleaning (large deposits of debris or heavy root growth existing within the sewer line): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results shall be considered heavy cleaning.
- B. Written authorization shall be requested and obtained prior to conducting any heavy cleaning. Authorization shall be required for each individual sewer reach. Heavy cleaning without prior authorization will not be paid for.

3.03 PERFORMANCE

- A. Each designated sewer manhole section shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand and other deleterious materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Blockages, if any, shall be reported to the Engineer immediately.
- B. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided.

- C. Roots shall be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high-pressure jet cleaners; or chemical root treatment.
- D. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations shall be removed at the downstream manhole of the section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.
- E. All debris, residue and other materials resulting from cleaning operations shall be removed from the site no less often than at the end of each workday and shall be disposed of in an approved manner. Under no circumstances will the accumulation of debris, residue, etc, on the site beyond the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.

3.03 FIELD TESTING

- A. Acceptance of sewer line cleaning shall be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the sewer line shall be recleaned and inspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the sewer) shall be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.
- B. If internal sealing is to follow the television inspection, particular attention shall be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

END OF SECTION

BYPASS PUMPING

PART 1- GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section consists of providing all labor, equipment, material and supplies and performing all operations required to bypass pump sewage around a manhole, sewer section, force main or pump station in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration shall be considered incidental to the work and no additional compensation will be allowed.

1.02 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2- PRODUCTS

(NOT USED)

PART 3- EXECUTION

3.01 PUMPING AND BYPASSING

When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow around area in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnish the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine shall be equipped in a manner to keep noise to a minimum.

END OF SECTION

TELEVISION INSPECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Each designated section shall be visually inspected by means of a closed-circuit television. The inspection will be done one section at a time and the section being inspected will be suitably isolated from the remainder of the sewer line as required.
- B. Video recordings shall be made of the television inspections and both copies of the recordings and printed inspection logs shall be supplied to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer. The Lighting System shall minimize reflective glare.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the television camera be pulled at a speed greater than 30 fpm. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor shall re-set up his/her equipment in a manner so that the inspection can be performed from the opposite manhole
- B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.
- C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or another suitable device.
- D. Documentation of the television results shall be as follows:
 - 1. Television Inspection Logs

- a. Printed location records shall be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the Owner and the Engineer.
2. Video recordings of the data on the television monitor shall be made by the Contractor copies of which shall be furnished in a DVD or other electronic or media format approved by the Owner.

END OF SECTION

GRAVITY SEWER SYSTEM SMOKE TESTING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and smoke test those sewers designated and submit all corresponding field data forms identifying potential sources of inflow discovered as a result of smoke testing.
- B. Undertake a physical survey concurrent with smoke testing for the purpose of identifying sources of infiltration/inflow.

1.02 SUBMITTALS

- A. Submit, in accordance with Section 01300, the following:
 - 1. Schedule of smoke testing work to include the date, time, and location of all smoke testing prior to commencing. Contractor shall notify the City Project Manager and each affected Homeowner within 24-48 hours of commencing work.
 - 2. MSDS data sheets on the smoke candles and the blower to be used on the project.
 - 3. Proposed field data gathering and observation forms prior to the start of the work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The "Smoke Candles" used in smoke testing shall be acceptable for both indoor and outdoor use, shall be non-contaminating and shall leave no residue to stain clothing or the interior of buildings.

2.02 EQUIPMENT

- A. The air blower used to force smoke the into sewer pipe shall have a minimum capacity rating of 1500 cfm and a maximum capacity rating not to exceed 3750 cfm.
- B. A metal basket shall be used to hold and retrieve the smoke candles.

PART 3 EXECUTION

3.01 TESTING

- A. Sewer sections shall be smoke tested by setting the blower at the up-stream manhole and blowing the smoke to the down-stream manhole.
- B. Isolate the sewer line section to be tested by installing sewer plugs to shut off the flow completely in the sewer system up-stream of the sewer section to be tested.

- C. Install an inflatable sewer plug in the down-stream sewer section and inflate the down-stream sewer plug after a heavy concentration of smoke arrives.
- D. Testing Locations
 - 1. Residential Areas
 - a. Up to three reaches not exceeding a total of 500 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 1500 cfm. Up to five reaches not exceeding a total of 1200 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 3750 cfm.
 - 2. Industrial-Apartment Complex Areas
 - a. Up to two reaches not exceeding a total of 400 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 1500 cfm. Up to three reaches not exceeding a total of 900 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 3750 cfm.
- E. Candles
 - 1. In Residential Areas a minimum of one 3-minute smoke candle shall be simultaneously used for each reach of sewer in the sewer section tested.
 - 2. In Industrial-Apartment Complex Areas a minimum of two 3-minute smoke candles shall be simultaneously used for the first reach of sewer, increased by one 3-minute smoke candle for each additional reach of sewer in the sewer section tested.
- F. The metal basket used to hold and retrieve smoke candles shall be placed as close as possible to the sewer pipe invert during testing.
- G. Testing shall not be done during rainy weather and testing shall be closely monitored on windy days. If smoke coming out of the ground is blown away so quickly as to escape accurate detection, testing will cease until such time that conditions permit.
- H. Be solely responsible for the operations and for preventing sewer backups into area homes and causing sewage overflow.
- I. Adequately notify Residents/Occupants, City Project Manager, and any other person affected by smoke testing as to date, time, and location of the smoke testing. The City of Ormond Beach will be responsible for notifying the Fire Department of date, time, and location of testing.
- J. Be solely responsible for the safety of their crews.

- K. The Engineer or his/her project representative reserves the right to observe field crews and evaluate effectiveness of identifying returns.

3.02 RECORDING OF FIELD OBSERVATIONS

- A. Document observations regarding each leak identified on a smoke sketch log. The smoke sketch shall include manhole numbers, direction of sewer flow, direction of smoke, manhole condition, sewer length, date, mini-system number, test number per date, crew, weather condition, wind condition, smoke intensity, infiltration probability function, address and other comments.
- B. Photograph smoke escaping, at the source, in the foreground with the reference structure in the background. Include photographs with the field data gathering and observation form.
- C. The address or house number shall be recorded under the sketch. A description of the leak, possible cause and recommended suggested rehabilitation method shall be recorded on the field data gathering and observation form.
- D. The sketch shall provide a north arrow orientation. A sketch of the building and/or structure shall be drawn. A minimum of two tie measurements from permanent reference points to the smoke leak shall be shown.
- E. Document as part of the physical survey any aspect defect contributing to infiltration/inflow for the Owner to undertake further evaluation. The physical survey shall identify such suspects I/I sources as:
 - 1. Leaking manhole bottoms
 - 2. Leaking manhole riser
 - 3. Manhole ponding area
 - 4. Manhole frame not attached to manhole structure
 - 5. Exposed brickwork not grouted
 - 6. Leaking pipes at manhole

END OF SECTION

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated

deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible

features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments

3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

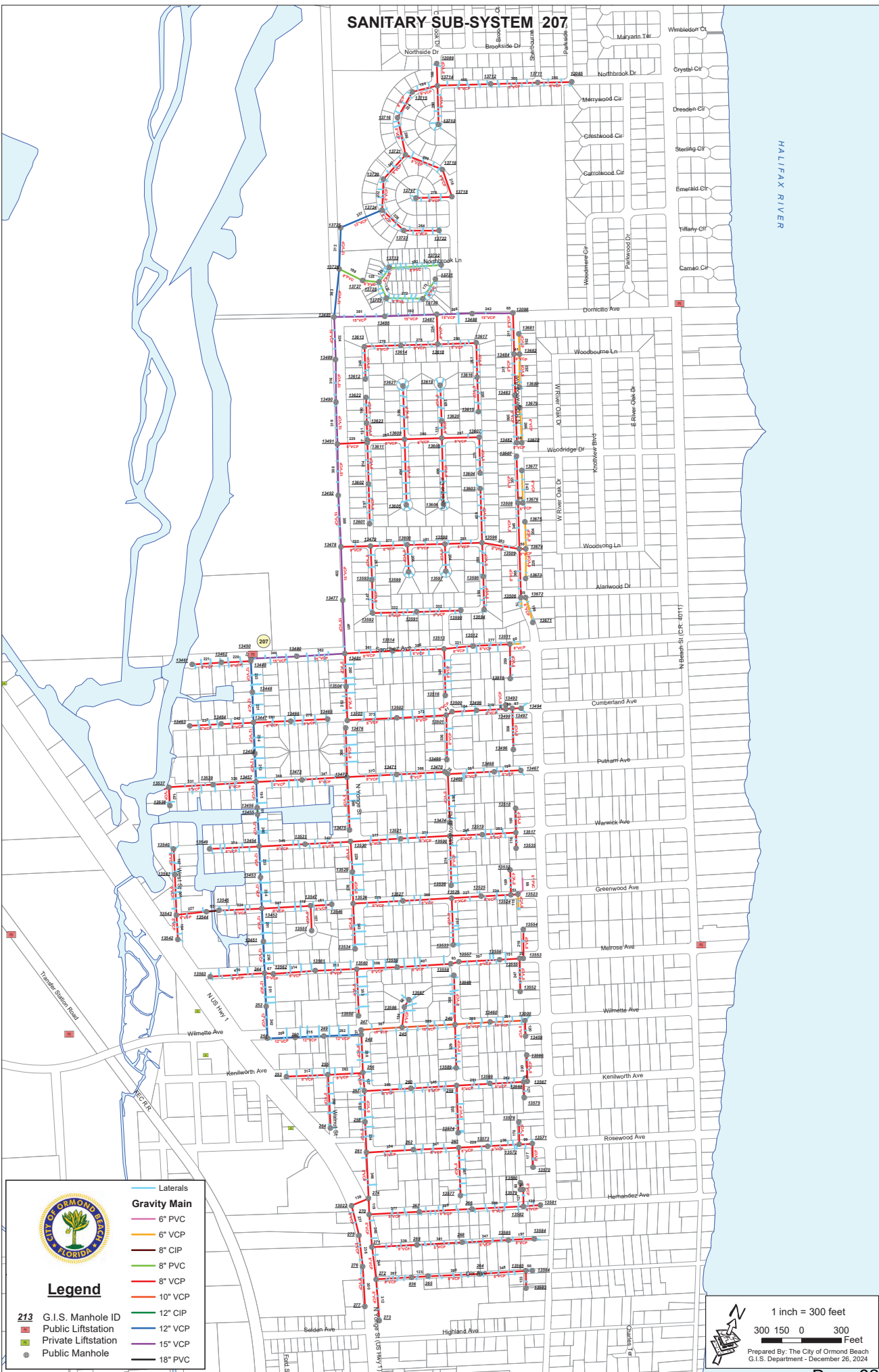
PART 3 - EXECUTION

(Not Applicable)

END OF SECTION



SANITARY SUB-SYSTEM 207





City of Ormond Beach

AGENDA ITEM

February 18, 2025 - City Commission

Number: 7.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report, February 2025		
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 - December 2024 2. Capital Improvements Projects, Status Report - January 2025 3. Economic Development Report - January 2025 4. Development Activity Report - January 2025 5. Building Permit Activity - January 2025		
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager	1/31/2025 2/6/2025 2/12/2025	



Monthly Financial Status Report

December 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 25% benchmark is favorable, while expenses at or below the 25% benchmark is also favorable.

**The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision
(Ridge Haven).**

**Financial Status Report:
December 2024**

Budget Summary

Fund	Final Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	49,185,112	17,722,404	36%	10,562,244	21%
104 - Community Redevelopment	1,822,138	1,163,482	64%	159,220	9%
106 - Ormond Crossing	346,798	193,920	56%	-	0%
107 - Stormwater	3,434,247	534,828	16%	830,945	24%
108 - Airport	369,418	73,550	20%	120,081	33%
110 - Economic Development Fund	-	193	0%	1,206,676	0%
113 - Pension Contribution Pass Through	1,300,000	-	0%	-	0%
115 - Recreation Facility Fee	57,225	11,616	20%	1,584	3%
205 - Financing Debt Service	660,000	339,999	52%	15,939	2%
220 - Debt Service GOB 2010	346,322	246,249	71%	32,973	10%
301 - General Capital Improvement	4,999,383	323,313	6%	130,513	3%
302 - General Equipment & Vehicle	407,000	191,549	47%	49,415	12%
305 - Public Safety Vehicle & Equip	888,000	620,117	70%	88,749	10%
308 - Transportation	2,159,976	509,032	24%	222,392	10%
310 - Recreation Impact Fee	100,000	129,340	129%	-	0%
316 - Local Roads Impact Fee	50,000	50,042	100%	-	0%
317 - Facilities Renewal & Replacement	879,126	625,731	71%	44,239	5%
318 - Stormwater Impact Fee	50,000	1,734	3%	-	0%
319- Police Impact Fees	-	12,309	0%	-	0%
320- Fire Impact Fees	-	15,132	0%	-	0%
322 - Leisure Services Capital Fund	954,116	395,843	41%	876,998	92%
401 - Water/Wastewater Operating Fund	26,307,887	4,744,350	18%	5,954,208	23%
408 - Water/Wastewater E&V Fund	850,000	66,631	8%	240,765	28%
409 - Water/Wastewater Capital	12,346,951	835,355	7%	1,141,140	9%
414 - Water/Wastewater Consolidated Debt	4,924,000	1,230,999	25%	195,758	4%
433 - Reuse Impact Fee Fund	-	3,650	0%	-	0%
434 - Water Impact Fee	700,000	204,347	29%	13,394	2%
435 - Wastewater Impact Fee	675,000	195,068	29%	5,361	1%
446 - 2024 W&S Bond Projects	-	38,754	0%	3,024	0%
460 - Solid Waste	13,407,304	2,830,856	21%	3,166,347	24%
502 - Workers Compensation	1,851,612	209,137	11%	458,732	25%
504 - General Liability	2,905,253	1,061,258	37%	1,497,278	52%
Total	\$ 131,976,868	\$ 34,581,865	26%	\$ 27,017,976	20%

General Fund Revenues

Ad valorem Taxes – Annual revenue is estimated at \$21,823,639 and is based on the taxable value (\$5.49 billion) and the operating millage (4.096).

Utility Taxes – The City levies a utility tax of 10% on electric and gas sales. To date \$900,000 has been received.

Communication Taxes – Communication service taxes collected as of December amount to \$163,911

Business Tax – Business tax collections amounted to \$48,252. 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 December 2024 are \$348,497.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through December, the City received a total of \$743,000 in this category.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The Volusia County Library is no longer charged as it has been in previous years in this category. The City received \$199,258 in this category through December.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$7,424 as of December.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$596,000.

Transfers In – Transfers have been recorded in the amount of \$1.7 million through December.

Financial Status Report: December 2024

General Fund Revenues - December 2024

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2023-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Property Tax	\$ 18,485,823	\$ 13,001,890	\$ 5,483,933	70.3%	\$ 11,829,867	\$ 1,172,022	9.91%
Utility Taxes	5,215,000	900,428	4,314,572	17.3%	1,015,216	(114,788)	-11.31%
Communication Tax	1,750,000	163,911	1,586,089	9.4%	151,592	12,319	8.13%
Business Tax	283,500	48,252	235,248	17.0%	33,905	14,347	42.32%
Licenses, Permits & Fees	5,376,350	348,497	5,027,853	6.5%	557,234	(208,738)	-37.46%
Intergovernmental	5,162,000	743,399	4,418,601	14.4%	812,931	(69,532)	-8.55%
Charges for Services	864,638	199,258	665,380	23.0%	287,277	(88,019)	-30.64%
Fines & Forfeitures	73,000	7,424	65,576	10.2%	11,484	(4,060)	-35.35%
Miscellaneous Revenues	3,856,857	596,109	3,260,748	15.5%	621,742	(25,633)	-4.12%
Transfers In	6,852,944	1,713,237	5,139,707	25.0%	1,427,328	285,909	20.03%
Use of Fund Balance	1,265,000	-	1,265,000	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 17,722,404	\$ 31,462,708	36.0%	\$ 16,748,576	\$ 973,828	5.8%

General Fund Reserve – This category includes commitments made in the current fiscal year by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting/ Approval Date	Comments
Ormond Tennis Center Court Resurfacing (Milton)	\$68,750.00		Transfer to Fund 317

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$31.66 million of the General Fund gross budget. Expenditures through December were \$6.5 million.

Operating Expenditures - This category includes \$14.75 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through December, \$3.5 has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$188,528. \$48,666 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2 million with \$520,000 made through December.

Financial Status Report: December 2024

General Fund Expenditures - December 2024

	Final	YTD	Remaining	% of	YTD	\$	%
	Budget	FY 2024-25	Budget	Budget	FY 2023-24	FY Variance	FY Variance
City Commission	\$ 448,925	\$ 101,417	\$ 347,508	22.6%	\$ 93,913	\$ 7,504	7.99%
City Administration	903,986	249,362	654,624	27.6%	154,639	94,723	61.25%
Support Services	473,841	109,809	364,032	23.2%	120,235	(10,426)	-8.67%
City Attorney	1,304,609	214,062	1,090,547	16.4%	258,226	(44,164)	-17.10%
Legislation & Policy	3,131,361	674,650	2,456,711	21.5%	627,013	47,637	7.60%
Finance	1,200,017	215,304	984,713	17.9%	265,087	(49,783)	-18.78%
Information Technology	2,364,333	884,835	1,479,498	37.4%	344,272	540,563	157.02%
Human Resources	730,163	137,301	592,862	18.8%	146,789	(9,489)	-6.46%
Planning	873,037	178,466	694,571	20.4%	160,410	18,056	11.26%
Building Inspections	1,567,364	289,464	1,277,900	18.5%	270,055	19,409	7.19%
Police Administration	1,434,844	278,394	1,156,450	19.4%	253,997	24,397	9.61%
Police Operations	8,313,572	1,709,816	6,603,756	20.6%	2,090,445	(380,630)	-18.21%
Community Outreach	666,040	111,465	554,575	16.7%	132,239	(20,774)	-15.71%
Criminal Investigations	1,571,364	373,235	1,198,129	23.8%	398,309	(25,073)	-6.29%
Community Services	470,374	104,043	366,331	22.1%	102,316	1,726	1.69%
Records	197,910	40,272	157,638	20.3%	41,811	(1,539)	-3.68%
Neighborhood Impr.	524,896	107,142	417,754	20.4%	79,721	27,420	34.40%
Police	13,179,000	2,724,366	10,454,634	20.7%	3,098,839	(374,473)	-12.08%
Fire	8,202,046	1,711,710	6,490,336	20.9%	1,814,719	(103,009)	-5.68%
Streets	2,826,514	604,869	2,221,645	21.4%	493,605	111,264	22.54%
Engineering	1,329,783	264,931	1,064,852	19.9%	256,807	8,124	3.16%
Fleet	1,900,237	479,259	1,420,979	25.2%	404,049	75,210	18.61%
Public Works	6,056,534	1,349,059	4,707,475	22.3%	1,154,461	194,598	16.86%
Economic Development	437,322	148,928	288,394	34.1%	119,324	29,604	24.81%
Building Maintenance	1,046,146	256,449	789,697	24.5%	227,371	29,078	12.79%
Administration	879,360	160,341	719,019	18.2%	177,037	(16,696)	-9.43%
Nova Recreation	442,484	98,475	344,009	22.3%	88,458	10,017	11.32%
S. Ormond Neigh. Center	422,968	64,764	358,204	15.3%	75,366	(10,603)	-14.07%
Athletic Fields Mnt.	1,807,636	357,767	1,449,869	19.8%	340,593	17,175	5.04%
Parks	2,706,533	475,703	2,230,830	17.6%	495,958	(20,256)	-4.08%
Environmental Learning	272,782	42,375	230,407	15.5%	40,541	1,834	4.52%
The Casements	389,473	91,140	298,333	23.4%	92,580	(1,440)	-1.56%
Performing Arts Center	385,975	80,600	305,375	20.9%	63,429	17,170	27.07%
Senior Center	119,839	24,926	94,913	20.8%	13,392	11,534	86.13%
Community Events	287,632	47,840	239,792	16.6%	36,922	10,918	29.57%
Leisure Services	8,760,828	1,700,380	7,060,448	19.4%	1,651,647	48,733	2.95%
Grants & Aid*	91,528	27,832	63,696	30.4%	27,832	-	0.00%
Transfers	2,079,813	519,951	1,559,862	25.0%	412,020	107,931	26.20%
Contingency	511,766	-	511,766	0.0%	-	-	0.00%
	\$ 49,185,112	\$ 10,562,244	\$ 38,622,868	21.5%	\$10,092,467	\$ 469,777	4.65%

Financial Status Report:
December 2024

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 \$1.82 million consisting of \$700,000 in transfers into this fund. \$1.2 million has been received as of December. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of \$159,220 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - December 2024

	Final <u>Budget</u>	YTD <u>FY 2024-25</u>	Remaining <u>Budget</u>	% of <u>Budget</u>	YTD <u>FY 2023-24</u>	\$ <u>FY Variance</u>	% <u>FY Variance</u>
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	1,121,241	971,837	149,404	86.7%	906,892	64,945	7.2%
Miscellaneous	500	16,546	(16,046)	3309.3%	37,035	(20,488)	-55.3%
Transfers In	700,397	175,098	525,299	25.0%	163,185	11,913	7.3%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	\$ 1,822,138	\$ 1,163,482	\$ 658,656	63.9%	\$ 1,107,112	\$ 56,370	5.09%

Downtown Redevelopment Fund Expenditures

	Final <u>Budget</u>	YTD <u>FY 2024-25</u>	Remaining <u>Budget</u>	% of <u>Budget</u>	YTD <u>FY 2023-24</u>	\$ <u>FY Variance</u>	% <u>FY Variance</u>
Planning	\$ 71,050	\$ 175	\$ 70,875	0.2%	\$ 17,850	\$ (17,675)	-99.0%
Public Works	148,021	91,199	56,822	61.6%	1,023	90,177	8818.6%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	290,035	67,846	222,189	23.4%	43,343	24,503	56.5%
Contingency	1,113,032	-	1,113,032	0.0%	-	-	0.0%
	\$ 1,822,138	\$ 159,220	\$ 1,662,918	8.7%	\$ 62,215	\$ 97,005	155.92%

Financial Status Report:
December 2024

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.58 million with \$509,000 received through December 2024 along with \$26,152 in miscellaneous income. The growth in miscellaneous income is due to the increase of interest.

Expenditures – The budget for stormwater expenses is \$3.4 million with \$831,000 spent to date.

Stormwater Fund Revenues - December 2024

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2023-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,575,000	508,676	2,066,324	19.8%	649,039	(140,363)	-21.63%
Miscellaneous	100,000	26,152	73,848	26.2%	59,848	(33,696)	-56.30%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	759,247	-	759,247	0.0%	-	-	0.00%
	\$ 3,434,247	\$ 534,828	\$ 2,899,419	15.6%	\$ 708,887	\$ (174,059)	-24.55%

Stormwater Fund Expenditures

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2024-25</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2024-24</u>	<u>FY Variance</u>	<u>FY Variance</u>
Maintenance	2,943,118	760,826	2,182,292	25.9%	355,713	405,113	113.89%
Engineering Support	\$ 210,664	-	\$ 210,664	0.0%	-	\$ -	0.00%
Transfers Out	280,465	70,119	210,346	25.0%	63,498	6,621	10.43%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 3,434,247	\$ 830,945	\$ 2,603,302	24.2%	\$ 419,211	\$ 411,734	98.22%

Financial Status Report: December 2024

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$23.5 million with \$4.6 million collected year to date. The revenue also includes \$450,984 budgeted for transfers, of which \$112,749 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$26.3 million with \$6 million expended to date. This total also includes \$11.6 million in expected transfers, of which \$2.9 million has been expensed as of December.

Water/Wastewater Fund Revenues - December 2024

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Water/Sewer Charges	\$ 23,471,000	\$ 4,623,125	\$ 18,847,875	19.7%	\$ 5,580,741	\$ (957,616)	-17.16%
Miscellaneous	60,000	8,476	51,524	14.1%	18,802	(10,325)	0.00%
Transfers In	450,984	112,749	338,235	25.0%	115,449	(2,700)	-2.34%
Intergovernmental	-	-	-	0.0%	11,321	(11,321)	-100.00%
Use of Fund Balance	2,325,903	-	2,325,903	0.0%	-	-	
	<u>\$ 26,307,887</u>	<u>\$ 4,744,350</u>	<u>\$ 21,563,537</u>	<u>18.0%</u>	<u>\$ 5,726,312</u>	<u>\$ (981,962)</u>	<u>-17.15%</u>

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Utility Billing	\$ 1,698,991	\$ 319,588	\$ 1,379,403	18.8%	\$ 450,988	\$ (131,400)	-29.14%
Water Production	5,175,140	1,041,524	4,133,616	20.1%	1,040,309	1,216	0.12%
Water Distribution	1,720,373	386,771	1,333,602	22.5%	351,195	35,576	10.13%
Wastewater Treatment	4,439,203	928,412	3,510,791	20.9%	860,612	67,800	7.88%
Wastewater Collection	1,639,761	353,126	1,286,635	21.5%	443,821	(90,695)	-20.44%
W&S Engineering	-	16,181	(16,181)		-	-	0.00%
Transfers Out	11,634,419	2,908,605	8,725,814	25.0%	2,731,371	177,234	6.49%
Contingency	-	-	-	0.0%	-	-	0.00%
	<u>\$ 26,307,887</u>	<u>\$ 5,954,208</u>	<u>\$ 20,353,679</u>	<u>22.6%</u>	<u>\$ 5,878,295</u>	<u>\$ 59,731</u>	<u>1.02%</u>

Financial Status Report: December 2024

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, \$2.8 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2025 are \$13.4 million. \$3.1 million has been expended as of December. Year to year variance due to Hurricane expenses.

Solid Waste Fund Revenues - December 2024

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Franchise Fees	\$ 1,864,304	\$ 444,449	\$ 1,419,855	23.8%	\$ 445,915	\$ (1,466)	-0.33%
User Fees	11,542,000	2,379,084	\$ 9,162,916	20.6%	2,864,982	(485,898)	-16.96%
Miscellaneous	1,000	7,323	\$ (6,323)	732.3%	(8,777)	16,099	-183.43%
Intergovernmental	-	-	\$ -	0.0%	455,074	-	0.00%
Use of Fund Balance	-	-	\$ -	0.0%	-	-	0.00%
	\$ 13,407,304	\$ 2,830,856	\$ 10,576,448	21.1%	\$ 3,757,194	\$ (471,264)	-12.54%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2024-25	Remaining Budget	% of Budget	YTD FY 2023-24	\$ FY Variance	% FY Variance
Collection & Disposal	\$ 8,796,648	\$ 2,380,966	\$ 6,415,682	27.1%	\$ 2,132,394	\$ 248,572	11.66%
Recycling	1,309,300	355,163	954,137	27.1%	316,413	38,750	12.25%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,720,868	430,218	1,290,650	25.0%	427,368	2,850	0.67%
Contingency	1,580,488	-	1,580,488	0.0%	-	-	0.00%
	\$ 13,407,304	\$ 3,166,347	\$ 10,240,957	23.6%	\$ 2,876,175	\$ 290,172	10.09%

CIP Status Report as of January 28, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements- Coleman Goodemote Construction		Design/Bidding	100%		\$ 203,000	\$ 202,155	98%
		Construction	5%		\$ 865,000	\$ 2,449,071	
		Total			\$ 1,068,000	\$ 2,651,226	
Downtown Upgrades/Impvmts - SR40 Median Landscaping Renovation US1- A1A		Design/Bidding	90%			In-House	
		Construction	0%		\$ 120,000		
		Total			\$ 120,000	\$ -	
Downtown East Granada Utility Undergrounding - Economy Electric		Design/Bidding	100%		\$ 20,000	\$ 27,500	100%
		Construction	30%		\$ 100,000	\$ 991,928	30%
		Total			\$ 120,000	\$ 1,019,428	
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements - Built Rite Construction of Central FL	HMGP	Design/Bidding	100%				
		Construction	11%			\$ 2,118,530	11%
		Total			\$ -	\$ 2,118,530	
Stormwater In-Line Check Valves - EMC Divers	SJRWMD	Design/Bidding	100%			In-House	
		Construction	85%			\$ 301,833	83%
		Total			\$ -	\$ 301,833	
FY 24/25 Stormwater Construction - Ormond Shores Park SW Pond Repair		Design/Bidding	95%			In-House	
		Construction	0%				
		Total				\$ -	
OBSC SW Pond Expansion		Design/Bidding	50%		\$ 64,500	\$ 62,880	48%
		Construction	0%		\$ 420,450		
		Total			\$ 484,950	\$ 62,880	
Fleming Avenue Pump Station & Force Main	HMGP Pending	Design/Bidding	100%				
		Construction	0%				
		Total			\$ -	\$ -	
Fund 108 - Airport							
Crosswind Business Park	FDOT	Design/Bidding	30%		\$ -	\$ 211,570	30%
		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	94%		\$ 1,112,000	\$ 2,855,055	86%
		Total			\$ 1,307,000	\$ 2,959,750	

CIP Status Report as of January 28, 2025

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	100%		\$ 225,000	\$ 598,596	93%
		Total			\$ 262,000	\$ 636,012	
Military Blvd Sidewalk	CDBG	Design/Bidding	60%			In-House	
		Construction	0%				
		Total			\$ -	\$ -	
Division Avenue Sidewalk-North Side	CDBG	Design/Bidding	90%			In-House	90%
		Construction	0%				
		Total			\$ -	\$ -	
Central Park Wood Boardwalk & Concrete Trail	CDBG	Design/Bidding	90%			In-House	90%
		Construction	0%				
		Total			\$ -	\$ -	
Fund 317 - Facility R & R Fund							
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	100%		\$ 800,000	\$ 907,459	97%
		Total			\$ 800,000	\$ 907,459	
Fund 409 - Water/Wastewater System Improvements							
Lift Station Backup Pumps - Thompson Pump	HMGP	Design/Bidding	100%			In-House	
		Construction	25%			\$ 255,745	0%
		Total			\$ -	\$ 255,745	
WRF Upgrades - SGS Contracting		Design/Bidding	100%		\$ 136,000	\$ 135,642	100%
		Construction	96%		\$ 2,000,000	\$ 1,068,700	96%
		Total			\$ 2,136,000	\$ 1,204,342	
2-In Water Main Replacement Ph IV North Peninsula - Clearwater Solutions		Design/Bidding	100%	2/6/2024	\$ 200,000	\$ 199,872	90%
		Construction	65%		\$ 2,600,000	\$ 2,503,478	64%
		Total			\$ 2,800,000	\$ 2,703,350	
SR40 WM Loop with FM Addition - JD Weber Construction	FDEP	Design/Bidding	100%		\$ 75,000	\$ 104,275	100%
		Construction	0%		\$ 6,205,000	\$ 4,525,370	0%
		Total			\$ 6,280,000	\$ 4,629,645	
A1A Utility Relocation - All State Civil Construction		Design/Bidding	100%			In-House	
		Construction	55%		\$ -	\$ 530,000	53%
		Total			\$ -	\$ 530,000	

CIP Status Report as of January 28, 2025

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
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 - Hazen Construction		Design/Bidding	100%		\$ 300,000	\$ 292,964	97%
		Construction	0%		\$ 1,300,000	\$ 4,317,575	0%
		Total			\$ 1,600,000	\$ 4,610,539	
Halifax River Utility Crossing		Design/Bidding	5%		\$ 480,000	\$ 438,614	1%
		Construction	0%		\$ 5,680,000		
		Total			\$ 6,160,000	\$ 438,614	
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 - SGS Contracting Services	FDEP (const only)	Design/Bidding	100%		\$ 270,000	\$ 272,800	98%
		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	95%
		Construction	0%		\$ -		
		Total			\$ -	\$ 93,965	
Hurricanes MILTON - FEMA							
Hurricane Milton-Tennis Center Clay Court Resurfacing-J Courts		Design/Bidding	100%			In-House	
		Construction	0%		\$ -	\$ 600,000	0%
		Total			\$ -	\$ 600,000	
Hurricane Milton-Osceola Elementary Pavilion Replacement		Design/Bidding	95%			In-House	
		Construction	0%		\$ -		
		Total			\$ -	\$ -	
Annual Projects Fund 107 - Stormwater							
2024 Stormwater Pipe Lining - Hinterland Group		Design/Bidding	100%			In-House	
		Construction	35%		\$ 950,000	\$ 575,150	0%
		Total			\$ 950,000	\$ 575,150	
Annual Projects Fund 308 - Transportation							
2025 Road Resurfacing		Design/Bidding	5%			In-House	
		Construction	0%		\$ -		
		Total			\$ -	\$ -	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation - 4P		Design/Bidding	85%		\$ 165,000	\$ 164,612	81%
		Construction	0%				
		Total			\$ 165,000	\$ 164,612	



Economic Development Monthly Report

January, 2025

Ormond Beach December Employment

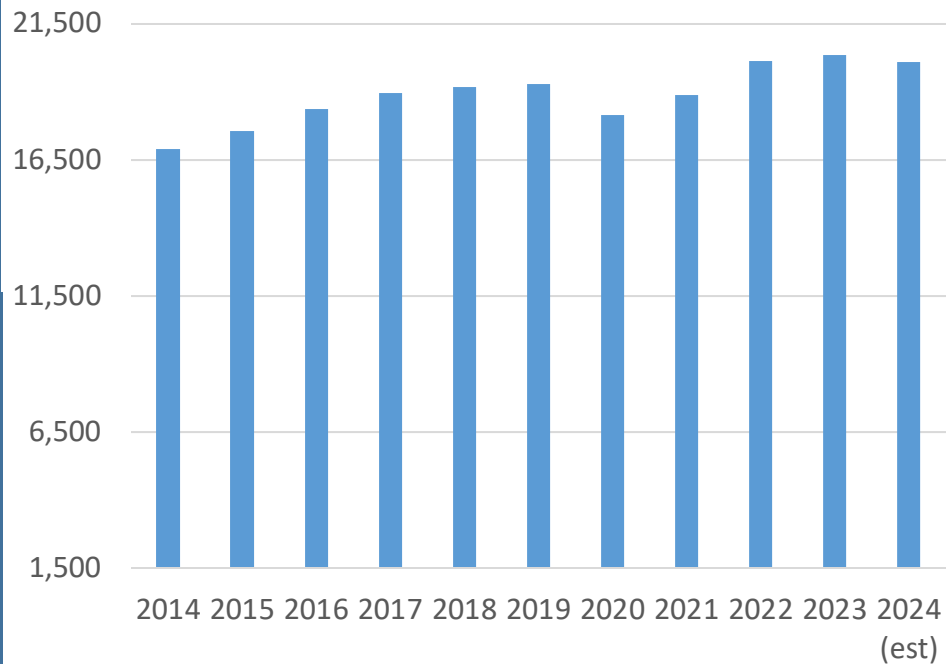
20,093

This is down 1.2% year over
year

Ormond Beach Unemployment Rate

3.3%

Ormond Beach Employment Trend



Notes and Updates:

- Employment for December** was 20,093 down 1.2% from the same month last year. Employment is down year over year in the metro area and State. The unemployment rate is 3.3%. Employment has stayed within a modest range with employment numbers falling slightly since the high in March of 20,489. There were 496 job postings in December – leading industries posting are Information, Health Care, Retail Trade, Accommodation/Food Services, Admin Support Services.
- Construction nears completion** 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 complete in the first quarter of 2025.
- Volusia Innovation Challenge** is an exciting local pitch competition designed to nourish innovation and energize new ventures. The Final Pitch Event will be held on Thursday, March 27, 2025. More details about this unique event can be found here: www.volusiabusinessresources.com/volusia-innovation-challenge.
- The Economic Development Depart kicked off** StartUp & Grow Ormond Beach FastTrac Program on Saturday, February 8th. The City in partnership with SCORE Volusia/Flagler are guiding 17 entrepreneurs to write their business plan.

City of Ormond Beach Commercial Development Report, as of February 1, 2025

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status					Projects reviewed last month												E or Arc = Project Engineer or Architect O = Owner A = Applicant
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	
1	A & M FROZEN 1899 North US Highway 1 SPRC-2024-000031	Site building expansion of 50,400 square feet of cold storage and associated site improvements.	04.18.24	05.17.24	01.28.25														E = Zev Cohen & Associates O = 1899 US HWAY 1, LLC
2	CASSEN PARK 1 S. Beach Street SPRC-2024-000034	Redesign of city owned Cassen Park.	05.17.24	06.09.24	08.01.24	08.27.24		Not applicable	09.12.24 (Approved)	10.15.24 (Approved)	12.12.24	Under Construction	NA	In Review	In Review	Issued 01.19.25		10%	E = Zev Cohen & Associates O = City of Ormond Beach
3	CIRCLE K - NOVA & HAND 699 South Nova Road SPRC-2024-000051	Demolish existing bank building and construct 5,200 square foot building on 1.88 acres for convenience store with fueling canopy.	12.04.24	12.30.24				02.10.25	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied		E = Kimley-Horn O = Sun State Petrol I, LLC
4	CIVIL AIR PATROL BUILDING 760 Airport Road SPRC-2024-000048	New classroom building of 864 square feet.	11/27.24	12.10.24				Not applicable	Not applicable	Not applicable	12.24.24	Under Construction	NA	Issued 01.13.25	\$80,000.00	Included in building permit	Included in building permit	5%	APP - City of Ormond Beach
5	COMPLETE CARDIOLOGY EXPANSION 1240 West Granada Boulevard PZ# 2022-090	Enclosing former bank drive through with new building totaling 4,326 square feet and associated site improvements.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	Under Construction	NA	Issued 04.01.23	\$1,726,850	Issued 03.15.23	\$58,000	80%	E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
6	ELLIANOS OB GRANADA BLVD 353 West Granada Boulevard SPRC-2024-000011	Construct an ±800 sf free standing dual drive through only coffee shop in Winn-Dixie shopping center.	01.04.24	01.31.24	05.16.24	10.17.24	11.22.24	Not applicable	11.14.24 (Denied)	01.07.25 (Approved)				Not applied	Not applied	Not applied	Not applied		E = Gmuer Engineering O = Kjump, Inc.
7	FIRST UNITED METHODIST 336 S. Halifax Drive SPRC-2025-000055	Demolition of the existing gathering building and construction of a new building with associated site improvements.	01.17.25	In Review				Required	Required	Required				Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = First United Methodist Church
8	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 Construction	NA	Not applied	Not applied	Issued 02.16.24	\$83,000.00	0%	E = Mark Dowst & Associates, Inc. O = Griffin Fund 3 Bidco, 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	Under Construction	NA	Issued 08.16.24	\$1,600,000	Issued 07.26.24	706743	75%	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	09.10.24		Not applicable	07.11.24 Approved	09.18.24 Approved				Not applied	Not applied	Not applied	Not applied		APP = Storch Law Firm O = Lowes

City of Ormond Beach Commercial Development Report, as of February 1, 2025

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#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	
11	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms and associated site improvements.	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	Under Construction	NA	Issued 02.29.24	\$34,000,000	Issued 04.12.24	\$1,400,000	50%	E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
12	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres 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	NA	Pending payment	All buildings \$21,365,794	Not applied	Not applied		E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
13	OB YMCA 500 Sterthaus Drive SPRC-2024-000033	Modification and expansion of the current parking lot in front of the main building.	04.25.24	05.19.24				Not applicable	Not applicable	Not applicable			NA	Not applied	Not applied	Not applied	Not applied		E = Upham, Inc. O = Volusia Flagler Family YMCA
14	OC PINE TREE FLYOVER 100 Ormond Crossings Boulevard SPRC-2024-000047	Railroad flyover (at Pine Tree Dr Intersection) to the Ormond Crossings development.	11.20.24	12.22.24				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West
15	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	11.05.24	11.05.26	NA	Not applied	Not applied	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc.
16	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	NA	Not applied	Not applied	Not applied	Not applied		E = Engineered Permits, Inc. O = Lee Munizzi
17	SALTY CHURCH REMODAL 26 Bovard Avenue SPRC-2024-000052	Interior remodel with change of building use.	12.05.24	12.30.24	01.24.25			Not applicable	Not applicable	Not applicable									ARC - Hall and Ogle Architects O = Salty Church
18	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	10.6.23	11.18.23	01.12.24		Not applicable	Not applicable	Not applicable	02.16.24	02.16.26	NA	Not applied	Not applied	Not applied	Not applied		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
19	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet 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 Construction		Issued 10.17.23	\$7,000,000	Issued 06.13.23	\$821,773	75%	E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
20	SUNBROS 14 South Yonge Street SPRC-2024-000043	Redevelopment of site to construct a 250 coffee drive through building and associated site improvements.	10.02.24	10.22.24	12.18.24	01.28.25		Not applicable	12.14.24 Approved	01.21.25 Approved				Not applied	Not applied	Not applied	Not applied		E = Zev Cohen & Associates O = D2S Properties, LLC

City of Ormond Beach Commercial Development Report, as of February 1, 2025

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status					Projects reviewed last month												
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Building Permit	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
21	TOMLINSON AVIATION 92 Hanger Way SPRC-2024-000041	Construct two (2) building additions (13,200 SF) to existing buildings and associated site improvements.	09.18.24					Not applicable	Not applicable	Not applicable	10.16.24	10.16.26	NA	Not applied	Not applied	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation
22	TOMOKA CHRISTIAN CHURCH 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square foot building and associated site improvements.	12.07.23	12.21.23	02.29.24	04.08.24	05.22.24	02.22.24	03.14.24 (Approved)	04.16.24 (Approved)	08.18.24	Under Construction	NA	Issued 12.21.23	\$1,279,800	Approved	\$150,000	0%	E = Zev Cohen & Associates O = Tomoka Christian Church
23	VALIANT DINER, PHASE 4 15 W Tower Circle PZ-22-027	Phase 4 building of 11,500 square feet.	Previously approved								11.14.22	Under Construction	NA	Issued 12.21.23	\$1,279,800	Approved	\$150,000	98%	E = Zev Cohen & Associates, Inc. O = Valiant Equipment, LLC
24	WAL-MART EXPANSION 1521 West Granada Boulevard SPRC-2024-000053	Expansion of 4,752 square feet to support online pickup area.	12.10.24	01.08.25				Required	Required	Required				Not applied	Not applied	Not applied	Not applied		E = CPH O = Wal-Mart Stores, Inc.
25	WOODSPRINGS SUITES 1119 Benton Street PZ-2024-000073	Woodsprings Suites (122 rooms)	07.08.24	07.24.24				Required	Required	Required				Not applied	Not applied	Not applied	Not applied		E = Germana Engineering

City of Ormond Beach As Utility Provider Only Development Report, as of February 1, 2025

		Change in project status					Projects reviewed last month							
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
26	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		01.12.24	Under Construction		Issued 08.26.24	\$1,526,866 (Utilities Only)	15%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC
27	BAILEYS BY THE SEA 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units	11.02.23					11.26.23	Under Construction		Issued 07.19.24	\$536,995 (Utilities only)	15%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
28	BAILEYS BY THE SEA 2 2020 Ocean Shore Boulevard SPRC-2024-000026	Utility connection, Ormond By the Sea, 2 multi-family buildings units with 8 total units	03.27.24	04.19.24				07.26.24	Under Construction		Issued 12.16.24	\$207,442 (Utilities Only)	5%	O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
29	BEACHVIEW COVE 2960 Ocean Shore Boulevard PZ #2021-094	Utility connection of 28 lots on 7.81 acres in Ormond by the Sea area.	08.19.21	09.06.21	10.01.21	10.31.21	09.24.23 revision	11.22.21	Under Construction		Issued 10.18.2023	\$711,679 (Utilities Only)	90%	E = Alliant engineering, Inc. O = Seagate Communities, LLC
30	BROOKSIDE AT ORMOND STATION Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres	11.21.23	12.11.23				05.17.24	05.17.26		Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
31	CORINTHIAN VILLAS PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22	07.10.23			08.08.23	Under Construction		Issued 09.15.23	\$356,177 (Utilities only)	95%	E = Clearwater Solutions, LLC O = Corinthian Villas
32	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	08.23.24						Not applied	Not applied		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
33	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			09.10.24	09.10.26		Not applied	Not applied		E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
34	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				05.13.24	05.13.26		Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza

City of Ormond Beach As Utility Provider Only Development Report, as of February 1, 2025

		Change in project status							Projects reviewed last month					
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
35	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				11.07.22	Under Construction		Issued 01.08.24	\$257,165 (Utilities only)	95%	E = Saltus Engineering, Inc. O = Regency Plaza Condominium
36	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					Under Construction		Issued 04.22.24	\$250,000 (Utilities only)	95%	E = Saltus Engineering, Inc. O = Surfside Club South Condo Association
37	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			05.06.24	Under Construction		Issued 08.26.24	\$1,526,866 (Utilities Only)	70%	E = Alann Engineering Group O = U.S. Capital Alliance, LLC
38	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					05.24.23	05.24.25		Not applied	Not applied		E = The Performance Group O = Coquina Dunes, LLC

City of Ormond Beach Residential Development Report, as of February 1, 2025

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		Change in project status					Projects reviewed last month										E or Arc = Project Engineer or Architect O = Owner A = Applicant
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	
A	121 EAST 121 East Granada Boulevard PZ-22-00000098	Development of 24 multi-family units	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)			NA	Not applied	Not applied		E = Zev Cohen & Associates O = Dime Rock Properties, LLC
B	ARCHER'S MILL, PHASE 3 3016 Bonspiel Drive PZ-23-00000052	Preliminary Plat. 59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.25	NA	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	ARCHER'S MILL, PHASE 4 3015 Arch Avenue PZ-23-00000059	Preliminary Plat. 111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23	10.23.25	NA	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	ARCHER'S MILL, PHASE 5 3343 Bonspiel Drive PZ-23-00000060	Preliminary Plat. 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	Under Construction	NA	Issued 11.27.23	\$1,225,490.57	90%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL, PHASE 6 3665 Bonspiel Drive PZ-23-00000061	Preliminary Plat. 78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3). Plat recorded.	05.19.23	07.10.23	09.18.23	05.06.24		Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	Under Construction	NA	Issued 11.27.23	\$2,668,369.85	95%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	BRADFORD LAKES 140 Bradford Lakes Way PZ-23-00000042	Preliminary Plat. 80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4). Plat recorded.	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 6th	Not Required	08.10.23 (Approved)	09.20.23 (Approved)	03.08.24	Under Construction	NA	Issued 05.08.24	\$3,586,560.00	75%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.
G	BRADFORD PARK 1175 Bradford Park Way SPRC-2024-000012	Preliminary Plat. 180 townhomes and associated site improvements on 25.31 acres. Plat recorded.	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	Under Construction	NA	Issued 05.08.24	\$2,855,823.00	60%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.
H	ENCLAVE 475 Tymber Creek Road PZ-2023-000066	Preliminary Plat. 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)	10.30.24	Under Construction	NA	Pending	Pending	0%	E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
I	FOUNTAIN VIEW, AMENITY CENTER 1400 Fountain View Street SPRC-2024-000022	A 5,040 square foot amenity center with pool and associated improvements	03.07.24	03.30.24	06.21.24			Not Required	Not Required	Not Required	07.07.24	Under Construction	NA	Pending	\$780,000 (building)	15%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
J	FOUNTAIN VIEW PHASE 1C 1160 Fountain View Street SPRC-2024-000007	Preliminary Plat. 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	NA	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

City of Ormond Beach Residential Development Report, as of February 1, 2025

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#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
K	FOUNTAIN VIEW PHASE 1D 1789 Houmas Street SPRC-2024-0000016	Preliminary Plat. 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
L	FOUNTAIN VIEW PHASE 1E 1587 Nottoway Circle SPRC-2024-0000017	Preliminary Plat. 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
M	FOUNTAIN VIEW PHASE 1F 1130 Evelyton Lane SPRC-2024-0000018	Preliminary Plat. 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
N	ORMOND CROSSINGS, PHASE 1 1700 N US 1 Highway SPRC-2024-0000050	Preliminary Plat. 444 lots on 252.16.	12.03.24	01.02.25				Not Required	Required	Required				Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
O	OC TYMBER CREEK FLYOVER 100 Ormond Crossings Boulevard SPRC-2024-000047	Railroad flyover (at new Tymber Creek Road) to the Ormond Crossings development.	11.21.24	12.22.24				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied
P	OC WATERMAIN EXTENSION 1030 North Tymber Creek Road SPRC-2024-000049	Ormond Crossings. Construction of approximately 18,000 LF of 16" PVC water main along North Tymber Creek Road.	12.03.24	12.30.24				Not Required	Not Required	Not Required				Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
Q	ORMOND ENCLAVE 135 North Yonge Street PZ-21-00000079	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
R	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	NA	Issued 09.17.21	\$3,044,572	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
S	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	NA	Issued 09.17.21	\$1,784,746	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
T	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	NA	Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development

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#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
U	RIDGEHAVEN 1066 Cliffhaven Court PZ# 2022-061	Preliminary Plat. 84 duplex units and 202 single-family lots on 103.45 acres. Final plat recorded.	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	NA	Issued 12.21.23	\$6,950,757	90%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, 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	09.04.24	09.04.26	NA	Under Review	Under Review		E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.
W	RIVELL SUBDIVISION 100 Rivell Trail SPRC-2024-0000014	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24	11.27.24			Not Required	Required	Required			NA	Not applied	Not applied		E = Newkirk Engineering, Inc O = Marie Lilienstern
X	TATTERSALL AT TYMBER CREEK TyMBER Creek Road and Airport Road PZ# 2023-041	Preliminary Plat. 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	NA	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
Y	TIDES EDGE 300 South Atlantic Avenue PZ# 2022-018	Preliminary Plat, 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12.05.22	01.10.23 & 01.24.23	03.27.23	Under Construction	NA	Approved	\$718,460	90%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
Z	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard SPRC -2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	3.4.24				06.08.22	12.08.22 Denial	05.16.23 & 06.06.23 (Approved)	03.20.24	03.30.26	NA	Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.



PERMIT ISSUANCE SUMMARY (01/01/2025 TO 01/29/2025) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Detached Accessory Structure	1	864	\$80,000.00	\$1,339.77
	Electrical	10	0	\$44,703.00	\$1,088.25
	Exterior	8	0	\$95,084.94	\$1,435.02
	Interior Build Out	2	2,118	\$172,057.00	\$1,872.54
	Mechanical	9	0	\$51,430.00	\$1,012.50
	Milestone Inspection	1	0	\$0.00	\$250.00
	Plumbing	3	0	\$34,490.00	\$442.50
	Reroof	9	52,884	\$815,896.00	\$4,324.36
	Signage	8	161	\$27,400.00	\$1,137.06
	Utility Connection Permit (UCP)	1	0	\$100.00	\$669.53
BUILDING NON-RESIDENTIAL TOTAL:		52	56,027	\$1,321,160.94	\$13,571.53
Building Residential	Demolition, Complete	2	3,674	\$41,244.00	\$741.42
	Demolition, Partial or Interior	1	2,406	\$8,930.00	\$146.95
	Detached Accessory Structure	6	2,503	\$71,806.13	\$1,005.42
	Dock/Seawall	4	480	\$205,604.00	\$1,671.44
	Electrical	22	0	\$53,172.65	\$1,831.20
	Exterior	55	8,546	\$697,007.51	\$8,187.48
	Gas	9	0	\$19,627.00	\$824.38
	Generator	3	0	\$37,712.32	\$630.54
	Interior Renovation	6	110	\$86,736.00	\$1,245.82
	Mechanical	63	4,781	\$632,187.60	\$4,822.25
	New Construction, Addition	8	4,696	\$310,795.00	\$2,792.95
	New, Single Family Residential	26	80,964	\$11,615,825.63	\$344,444.73
	Outside the City Utility Permit	2	6,295	\$0.00	\$12,612.00
	Plumbing	19	1,880	\$33,947.98	\$1,312.42
	Pool/Spa	4	2,842	\$359,956.00	\$3,233.52
	Reroof	115	156,774	\$1,956,155.18	\$17,738.26
	Screen Enclosure	6	4,156	\$90,459.00	\$1,067.44
	Solar	5	0	\$282,744.72	\$2,599.00
BUILDING RESIDENTIAL TOTAL:		356	280,107	\$16,503,910.72	\$406,907.22
Engineering Residential	Grade & Fill	1	0	\$18,000.00	\$101.00
	Tree Removal	28	0	\$1,200.00	\$530.00
ENGINEERING RESIDENTIAL TOTAL:		29	0	\$19,200.00	\$631.00
LDC Non-Residential	LDC	1	451	\$13,000.00	\$75.00
	Non-Residential SPRC Site Improvem	1	0	\$1.00	\$0.00
	Special Event Permit	5	24	\$104.00	\$20.00
LDC NON-RESIDENTIAL TOTAL:		7	475	\$13,105.00	\$95.00
LDC Residential	Garage Sale	15	0	\$42.00	\$45.00
	LDC	52	0	\$250,946.57	\$3,630.00
	Sheds less than 150 square feet in siz	1	0	\$4,256.00	\$375.00
LDC RESIDENTIAL TOTAL:		68	0	\$255,244.57	\$4,050.00
GRAND TOTAL:		512	336,610	\$18,112,621.23	\$425,254.75

* 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

February 18, 2025 - City Commission

Number: 8.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-12
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Comprehensive Plan Amendments, Capital Improvement Element Schedules		
Summary:	This is an administrative request to update the Capital Improvements Schedule of the Capital Improvements Element (CIE) of the City of Ormond Beach Comprehensive Plan to be consistent with the adopted Capital Improvement Plan in accordance with state law. This update does not include any text changes to the goals, objectives, and policies of the CIE. Chapter 163.3177(3)(a) of the Florida Statutes states, "The CIE must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan." Each year, local governments must update their CIE, including the Five-Year Schedule of Capital Improvements, to demonstrate funding or planning for the public facility improvements needed to support their population. The <u>Planning Board</u> reviewed the proposed Comprehensive Plan amendment at the January 9, 2025 meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the Comprehensive Plan amendment.		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended APPROVAL of the update to the Capital Improvements Schedule of the Capital Improvements Element of the City of Ormond Beach Comprehensive Plan to be consistent with the adopted Capital Improvement Plan.		

Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-12 2025 CIE Schedule update (P25-0009G) 2. Exhibit A FY24-25 CIE Update Version 2 3. 01.09.2025, CIE Update, PB Staff Report 4. Draft Planning Board minutes, CIE Update 5. Ordinance BIE, 2024-2025 CIE	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	1/27/2025 2/6/2025 2/12/2025

ORDINANCE NO. 2025-12

AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach is committed to planning and managing the future growth of the City, and

WHEREAS, the City of Ormond Beach has the authority to update the schedules of its Capital Improvements Element in its *Comprehensive Plan* pursuant to Chapter 163.3177(3)(b), *Florida Statutes*, and

WHEREAS, the Planning Board, which is the “local planning agency” of the City of Ormond Beach, Florida, has conducted a public hearing and issued notices required by Florida Law in the preparation and enactment of this Capital Improvements Element Schedule Updates Ordinance, and

WHEREAS, the City Commission concurs with the City’s planning staff recommendations to update the schedules of the Capital Improvements Element in the *Comprehensive Plan*, attached hereto as Exhibit “A”, now therefore,

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

SECTION ONE. The Capital Improvements Element Schedules of the City of Ormond Beach *Comprehensive Plan* are hereby updated and, are therefore, hereby approved and

adopted to include the updates to the schedules to the Capital Improvements Element as are set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION TWO. In order to make the City of Ormond Beach *Comprehensive Plan*, as hereby updated, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach *Comprehensive Plan* and the updates to the schedules thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED UPON at the first reading of the City Commission, this 18th day of February, 2025.

PASSED UPON at the second and final reading of the City Commission, this 4th day of March, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT A

Proposed Updates to the Schedules of the Capital Improvements Element

(Shown in ~~strike-thru~~ and underline to reflect changes)

(Note: Table E, School Improvements is new and from Volusia County Schools)

CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES AND POLICIES
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GOALS, OBJECTIVES AND POLICIES

GOAL 1. LEVEL OF SERVICE STANDARDS

PUBLIC FACILITIES SHALL BE PROVIDED IN A TIMELY AND EFFICIENT MANNER AS NECESSARY TO CORRECT EXISTING DEFICIENCIES IN THE LEVEL-OF-SERVICE FOR POTABLE WATER, SANITARY SEWER, SOLID WASTE, TRAFFIC CIRCULATION, AND PARKS AND RECREATION AND TO MEET FUTURE DEMANDS GENERATED FROM NEW DEVELOPMENT THROUGH THE USE OF SOUND FISCAL PRACTICES.

OBJECTIVE 1.1. CAPITAL IMPROVEMENTS

Capital Improvements identified in other plan Elements shall be provided to correct existing deficiencies, accommodate future growth, and to replace deteriorated or obsolete facilities in an economically and energy efficient manner, as indicated in the schedule of improvements in this Element.

POLICY 1.1.1.

The City shall include capital improvement projects that are either: 1) required to meet adopted level of service standards; 2) implemented Goals, Objectives and Policies of the Comprehensive Plan; and 3) determined to be of relatively large scale in cost (\$25,000.00 or greater) in the Schedule of Improvements of this Element.

POLICY 1.1.2.

As per Section 163.3177, F.S., all capital improvement projects proposed by the City shall be consistent with the Comprehensive Plan.

POLICY 1.1.3.

All capital improvements included in the Capital Improvements Element schedule of improvements shall be included in the City's annual capital budget.

POLICY 1.1.4.

Proposed capital improvement projects that compete for funding within the same funding source and as identified annually through the concurrency management system shall be evaluated and ranked in order of priority according to the following guidelines:

- a. The extent to which the project is necessary to protect public health and safety.
- b. Capital improvements needed to address existing deficiencies.
- c. Maintenance of adopted levels-of-service.
- d. The impact that the project would have on the local budget.
- e. Reduction of future improvements costs.
- f. Encouragement of infill development and/or preservation or achievement of full use of existing facilities.
- g. Promotion of efficient development and prevention of urban sprawl.
- h. Consistency with FDOT and other State and regional plans.

POLICY 1.1.5.

The Capital Improvements Element shall be reviewed on an annual basis and modified as necessary in accordance with Section 163.3187, F.S. Corrections, updates and modifications concerning costs; revenue sources; acceptance of facilities, pursuant to dedications which are consistent with the plan; or the date of construction of any facility enumerated in the CIE may be accomplished by ordinance and shall not be deemed to be amendments to the Comprehensive Plan.

POLICY 1.1.6.

The comprehensive planning process shall be used to ensure that present and future public facility and service needs are planned and provided in a timely and efficient manner, while safeguarding the health safety and welfare of the public and natural environment.

POLICY 1.1.7.

The provision of the public services and facilities shall be planned and coordinated so that the provision of public services and facilities occurs in a manner which encourages growth to be orderly and, to the extent feasible, is compatible with existing and desired land uses.

POLICY 1.1.8.

Public facilities, services, and programs shall be designed to service the intensities of development projected in State, regional and local comprehensive and functional plans and other planning documents.

POLICY 1.1.8:

Integrate energy cost reduction measures into the budget process.

POLICY 1.1.9

Government buildings and facilities shall incorporate and recognize urban design principles. Life cycle costs should be considered in the design and construction of government facilities. The City shall implement an Energy Efficiency and Conservation Plan including a program to track the use of energy and water in facilities owned by the City and reducing energy consumption as it relates to budgetary constraints. The City shall require energy efficient retrofits of existing facilities, where feasible, and will ensure energy efficient objectives are met in the planning and construction of any new facilities. The City shall consider a Sustainability Index for use in assessing proposed capital projects.

OBJECTIVE 1.2. COASTAL HIGH HAZARD AREA

The City shall limit future public expenditures for capital improvements which promote growth within Coastal High Hazard Areas, except for public land acquisition, enhancement of natural resources, or other projects as identified in the Coastal Management Element and, except for projects already in progress and continuing in good faith at the time of plan adoption.

POLICY 1.2.1.

The City shall expend funds in Coastal High Hazard Areas for the provision of improvements needed to correct existing deficiencies to maintain their existing capacity.

POLICY 1.2.2.

The City shall continue to provide recreational facilities as needed within Coastal High Hazard Areas.

POLICY 1.2.3.

The City shall not construct any new public facilities in the coastal high-hazard areas, except for:

- a. Conservation, natural resource protection and preservation, conservation groundwater aquifer recharge, resource restoration facilities, public access facilities, stormwater management and passive recreation and recreation support facilities;

- b. Facilities necessary to improve hurricane evacuation time and/or mitigate storm damage to existing development; and
- c. Reconstruction of public facilities essential to maintaining the public health and safety shall only occur if such structures can meet the most current hurricane wind velocity standards contained in the adopted building code.

POLICY 1.2.4.

The City shall study, existing public facilities located in the Coastal High Hazard Area that can be replaced over a twenty- (20-) year period.

POLICY 1.2.5.

Further development of facilities located in the Coastal High Hazard Area shall be discouraged excluding beach-related capital facilities, including, but not limited to, access ramps and pedestrian walkways.

OBJECTIVE 1.3. CONCURRENCY MANAGEMENT SYSTEM

The City shall continue to implement and periodically review its concurrency management system. The concurrency management system shall ensure the management of the land development process in a way that public facility needs identified within plan Elements are provided as needed but not in excess of the City's financial capacity to operate such facilities.

POLICY 1.3.1.

The provision of public facilities and services is intended to serve as a growth management measure, as such provision shall be undertaken and expanded within existing or identified future designated facility service areas and discouraged elsewhere, except in cases of overriding public benefit or where needed to meet the needs of existing development.

POLICY 1.3.2.

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

- a. **Fire Fighting:** All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate fire fighting capacity of a minimum of 500 gpm or greater as determined by the Chief Fire Official in conjunction with the City Engineer (or its equivalent where a sprinkler system is used) and minimum 20 psi residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 gpd per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.

CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES AND POLICIES

- b. Parks (acres per population): 13 acres per 1,000 population

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level of service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

- c. Roads: The following level of service standards are adopted for roadways Citywide:

	LOS Daily	LOS Peak Hour
City	C	D
County	D	E
State	C (SIS/FIHS)	D (TRIP)

- d. Water:

Raw:	An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).
Potable:	An average daily volume of 300 gallons per ERU.
Sewer:	An average daily volume of 270 gallons per ERU.
Reclaimed:	An average of daily volume of 300 GPD per ERU.

Other uses water standards:

Types of Establishments*	
Apartments	0.7 ERU per unit
Bars and cocktail lounges	0.05 ERU per seat
Barbershop	0.25 ERU per seat
Beauty Shop	0.5 ERU per seat
Car Wash	8.5 ERU minimum
Dentist	0.7 ERU per wet chair

CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES AND POLICIES

Factories (with Showers or Chemicals)	0.1 ERU per 100 Sq. Ft.
Factories (without Showers or Chemicals)	0.05 ERU per 100 Sq. Ft.
General Commercial / Office Buildings	0.05 ERU per 100 Sq. Ft.
Gas Stations (no car wash)	1.5 ERU per bathroom
Hospitals	0.7 ERU per bed
Hotels and Motels	0.4 ERU per room
Movie theaters, auditoriums, churches	0.02 ERU per seat

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

- e. Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

- f. Solid Waste:

Average residential pick-ups per truck	1,600
Average commercial pick-ups/truck/route	155
Average residential pick-ups/man/day	226
Pounds/capita/day for residential, commercial and industrial waste	5.69
Pounds/capita/day for special wastes	3

- g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse. Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards

for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the FEMA FIRM maps.

POLICY 1.3.3.

The City shall maintain provisions in the Land Development Code that will ensure that, at the time a development order is issued, adequate facility capacity is or will be available when needed to serve the development.

POLICY 1.3.4.

The City shall evaluate proposed plan amendments and requests for new development based on the following guidelines:

- a. Creates potential public hazard.
- b. Accentuates any existing facility deficiencies.
- c. Generates public facility demands that could be accommodated by scheduled capacity increases in the capital improvements schedule.
- d. Conforms with the Future Land Use Map (Future Land Use Element) and service areas (Utilities Element).
- e. Affects other agencies' facilities plans.
- f. Conforms to the Conservation Element's policies for natural resource protection.
- g. Conforms to the Coastal Management Element's policies for limiting specific and cumulative impacts of development or redevelopment upon wetlands, water quality and quantity, wildlife habitat, living marine resources, and beach and dune systems.
- h. Minimizes impacts to surrounding jurisdictions.

OBJECTIVE 1.4. IMPACT FEES

Future development projects shall pay their fair share of the cost of providing facilities and services required to maintain adopted level-of-service standards as specified in the Land Development Code. Impact fees, developer dedications and contributions shall be required in an amount equal to the cost of the infrastructure required to serve the development.

POLICY 1.4.1.

Recreation impact fees shall be continued and refined as needed to adequately maintain adopted LOS standards.

POLICY 1.4.2.

Water and sewer impact fees shall be periodically reviewed and adjusted as needed to assure that revenues are equal to growth-related capital expenditures, and to adequately maintain adopted LOS standards.

POLICY 1.4.3.

The City shall annually review the fee schedules of all impact fee ordinances and adjust the fee schedules to reflect the pro-rata share of costs needed to finance improvements necessitated by new development.

POLICY 1.4.4.

The City shall continue to require that developers build water, sewer and reclaimed water infrastructure, local streets and internal collectors and provide off-site improvements needed for their development including but not limited to acceleration/deceleration lanes, turning lanes and traffic signals. Such improvements shall not be eligible for impact fee reimbursements.

OBJECTIVE 1.5. FISCAL RESOURCES

The City shall manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

POLICY 1.5.1.

In providing capital improvements funded by general obligation bond issues, the City shall limit outstanding indebtedness to no greater than five (5%) percent of its property tax base.

POLICY 1.5.2.

The City shall continue to adopt an annual capital budget and a five- (5) year capital improvement program as part of its budgeting process.

POLICY 1.5.3.

The City shall continue its efforts to secure State or Federal grants or private funds whenever available for capital improvements financing, through actively seeking and applying for grants and, if required, providing matching funds for grants.

POLICY 1.5.4.

Prior to scheduling any referenda to finance capital projects, the City shall make every effort to identify alternative funding sources.

POLICY 1.5.5.

Prior to the issuance of Certificates of Occupancy, the City shall provide for all public facilities needed to serve developments for which development orders were previously issued.

POLICY 1.5.6

The Capital Improvements Element will be financially feasible in accordance with state law.

POLICY 1.5.7

If a Capital improvement is needed to maintain a level of service standard, then new development will be required to contribute its fair share toward the improvement.

POLICY 1.5.8

Encourage investment in capital projects that will utilize municipal energy production in an environmentally responsible manner.

OBJECTIVE 1.6. LOCAL AND REGIONAL FACILITIES & SERVICES

The City shall require that necessary local and regional facilities and services be available concurrent with the impacts of development through the adoption of a concurrency management system as implemented by the Land Development Code.

POLICY 1.6.1.

The City shall verify that all public facilities needed to serve new development have been provided prior to the approval of an application for final subdivision plan or final site plan.

POLICY 1.6.2.

The City shall continue to implement a concurrency management system to:

- a. Determine whether necessary facilities identified within the City's Capital Improvements Element, including Traffic Circulation, Recreation and Open Space, and Utilities are being constructed in accordance with the schedules in the Comprehensive Plan.
- b. Update annually existing level-of-service, committed capacity as defined in the Land Development Code, and facility needs prior to and in conjunction with the annual update of the Capital Improvements Element, except that a shorter time frame, daily, monthly, or semi-annually, will be used as appropriate where the level-of-service is near capacity.

The City plat approval process will require that necessary regional and local facilities and services be available concurrent with the impacts of development after the adoption of the concurrency management system through any of the following situations:

1. The necessary facilities are in place at the time a plat approval is issued, or a plat approval is issued subject to the condition that the necessary facilities will be in place when the impacts of the development occur.

2. The necessary facilities are under construction at the time a plat approval is issued.
3. The necessary facilities are the subject of a binding contract executed for the construction of those necessary facilities at the time a plat approval is issued. Capacity to meet LOS for sanitary sewer, potable water, drainage and solid waste shall be in place prior to awarding concurrency status for any development order.
4. The necessary road facilities as listed in the first three (3) years of the FDOT Five-Year Work Program have been included in the Volusia County or City of Ormond Beach annual budget at the time a plat approval is issued. A plan amendment is required to eliminate, defer or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level-of-service standards and which is listed in the five- (5-) year schedule of capital improvements.

For those parcels that do not require platting, the above steps will be considered at the time of site plan and review. In such cases the words “site plan” will replace “plat approval” wherever it appears above.

POLICY 1.6.3

Capital Improvements necessary for water supply concurrency will be identified and included in the annual update to the Capital Improvements Schedule.

OBJECTIVE 1.7. INTERGOVERNMENTAL COORDINATION

Intergovernmental cooperation and coordination shall be established and maintained in order to plan for and provide the best methods for providing efficient, cost-effective, and environmentally sound public facilities and services.

POLICY 1.7.1.

Effective administrative and procedural mechanisms which promote the coordination, planning and provision of public facilities and services shall be used at every possible opportunity. Adherence to this policy cluster, at a minimum, shall include the following actions:

- a. The City shall establish formal and informal methods of contact and communication with adjacent and/or affected units of local government concurrent with the initiation of planning for new public facilities or improvements to existing public facilities for the purpose of interjurisdictional coordination in the planning, construction and operation of such facilities, where appropriate.
- b. Administrative and procedural mechanisms shall be used to more effectively coordinate, plan and provide public facilities and services.

OBJECTIVE 1.18. ORMOND CROSSINGS ACTIVITY CENTER

The Ormond Crossings Activity Center provides the City with the opportunity to master plan a mixed-use development, including the needed public facilities required to meet the minimum levels of service established in this comprehensive plan.

POLICY 1.18.1.

The City shall monitor the progress of the development to analyze and where necessary amend the CIE and other related elements to ensure that public infrastructure and facilities are in place to ensure that minimum levels of service are maintained at the lowest possible cost to the City. The following is a list of improvements that may be required, as identified in the Ormond Crossings Activity Center Development Agreement. This list is to be used for general planning purposes and provide guidelines to the City. This policy shall not be interpreted to mean that changes to the development plan for the identified improvement cannot occur in the future. Given the potential time needed for this project to reach build-out, changes are to be expected. This policy provides a process and background for future capital planning efforts of the City.

SCHEDULE OF IMPROVEMENTS

The tables on the following pages of the Capital Improvements Element will be used to effectively stage the timing, estimated cost, and revenue sources of the capital improvements projected for the future. All items listed are consistent with individual Comprehensive Plan Elements.

The first part of each table will include the projected improvements for the period between Fiscal Years 2008-09 and 2012-13 in one- (1-) year increments.

The table also specifies the type of work that is needed such as addressing an existing deficiency, a projected deficiency, or if the project consists of a repair, renovation or replacement of an existing facility.

MONITORING / EVALUATION

The Capital Improvements Element requires a continuous program for monitoring and evaluation, and pursuant to Chapter 163, F.S., the Element must be reviewed every year to ensure that the fiscal resources are available to provide public facilities needed to support adopted LOS standards.

Programs that will be adopted to ensure that the Goals, Objectives and Policies established in the Capital Improvements Element include:

- a. The Concurrency Management System (described in the Introduction Section).
- b. Annual review of the CIE.
- c. Annual review of the City's budget to determine if all capital improvement projects are consistent with all Comprehensive Plan Elements and that the proposed projects will further the Goals, Objectives and Policies of the Comprehensive Plan.

Table A
Leisure Services
Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Leisure Services								
1	Nova Sports Fields Reconstruction	Echo Grant	\$340,000	\$0	\$0	\$0	\$0	\$340,000
		Property Taxes-LS						
		Fund Balance						
2	OBSC LED Softball Quad Lighting	Echo Grant	\$800,000	\$0	\$0	\$0	\$0	\$800,000
		Property Taxes-LS						
3	OBSC Softball Field Reconstruction	Property Taxes-LS	\$0	\$400,000	\$0	\$0	\$0	\$400,000
4	Nova Field #1 Relocation	Echo Grant	\$0	\$0	\$1,000,000	\$500,000	\$0	\$1,500,000
		Property Taxes-LS						
5	Central Park Trails Systems	Echo Grant	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
		Property Taxes-LS						
		Total	\$1,140,000	\$400,000	\$1,000,000	\$500,000	\$1,000,000	\$4,040,000
Leisure Services Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Echo Grant			\$570,000	\$0	\$500,000	\$0	\$500,000	\$1,570,000
Fund Balance			\$70,000	\$0	\$0	\$0	\$0	\$70,000
Property Taxes—LS			\$500,000	\$400,000	\$500,000	\$500,000	\$500,000	\$2,400,000
Total			\$1,140,000	\$400,000	\$1,000,000	\$500,000	\$1,000,000	\$4,040,000

Table B
Community Redevelopment
Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Downtown								
1	Community Center	Property Taxes – CRA	\$60,000	\$0	\$0	\$0	\$0	\$60,000
2	Traffic Calming	Property Taxes – TIF		\$100,000	\$100,000	\$0	\$0	\$200,000
3	Stormwater Improvements	Property Taxes – TIF	\$0	\$0	\$1,100,000	\$0	\$0	\$1,100,000
		Stormwater Charges						
4	Thompson Creek, Phase 1	TPO (Grant Pending)	\$0	\$0	\$0	\$624,716	\$2,220,273	\$2,844,989
		Property Taxes – TIF						
		Total	\$60,000	\$100,000	\$1,200,000	\$624,716	\$2,220,273	\$4,204,989
Downtown Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Property Taxes – CRA			\$60,000	\$0	\$0	\$0	\$0	\$60,000
Property Taxes – TIF			\$0	\$100,000	\$900,000	\$62,472	\$222,028	\$1,284,500
Stormwater charges			\$0	\$0	\$300,000	\$0	\$0	\$300,000
TPO (Grant Pending)			\$0	\$0	\$0	\$562,244	\$1,998,245	\$2,560,489
Total			\$60,000	\$100,000	\$1,200,000	\$624,716	\$2,220,273	\$4,204,989

Table C
Stormwater
Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Stormwater Improvements								
1	N US1 & Ormond Lakes Drainage Study	Stormwater Charges	\$150,000	\$0	\$0	\$0	\$0	\$150,000
2	OBSC Access and Drainage	Stormwater Charges	\$484,950	\$0	\$0	\$0	\$0	\$484,950
Total			\$634,950	\$0	\$0	\$0	\$0	\$634,950
Stormwater Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Stormwater charges			\$634,950	\$0	\$0	\$0	\$0	\$634,950
Total			\$634,950	\$0	\$0	\$0	\$0	\$634,950

****Note -- also in the Water Supply Work Plan Comprehensive Plan Amendment Packet**

Table D

Utilities

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Water Improvements								
1.	Water Main Replacements	Bond Proceeds	\$2,600,000	\$300,000	\$0	\$0	\$0	\$2,900,000
2.	Existing Wellfield Repairs	Water & Sewer Charges & Bond Proceeds	\$0	\$0	\$0	\$145,000	\$1,778,750	\$1,923,750
3.	Hudson Wellfield Expansion	Water Impact Fees	\$2,572,500	\$0	\$0	\$0	\$0	\$2,572,500
4.	West Ormond Utilities Potable Tank and Station	To be determined	\$375,000	\$5,025,000	\$0	\$0	\$0	\$5,400,000
5.	West Ormond Utilities, New Rima Wells	To be determined	\$0	\$0	\$300,000	\$3,007,500	\$0	\$3,307,500
6.	West Ormond Utilities Water Treatment Plant	To be determined	\$0	\$0	\$0	\$300,000	\$0	\$300,000
7.	West Ormond Utilities -- New Raw Water Wellfield	To be determined	\$0	\$0	\$0	\$0	\$20,452,500	\$20,452,000
8.	West Ormond Utilities Water Treatment Plant	To be determined	\$0	\$0	\$0	\$0	\$47,250,000	\$47,250,000
Wastewater Improvements								
9.	Water Reclamation Facility Modifications	Water & Sewer Charges & Bond Proceeds	\$0	\$320,000	\$5,215,000	\$0	\$0	\$5,535,000
10.	Halifax River Force Main Crossing	Water & Sewer Charges & Bond Proceeds	\$0	\$0	\$153,000	\$1,913,000	\$0	\$2,066,300
11.	West Ormond Utilities Area A Water Main & Force Main	To be determined	\$200,000	\$2,500,000	\$0	\$0	\$0	\$2,700,000
12.	West Ormond Utilities Water Reclamation Facility	To be determined & Daytona Beach	\$6,500,000	\$37,250,000	\$37,250,000	\$0	\$0	\$81,000,000

**CAPITAL IMPROVEMENTS ELEMENT
GOALS, OBJECTIVES AND POLICIES**

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
13.	West Ormond Utilities Water Reclamation Facility Site Improvements	To be determined	\$1,620,000	\$0	\$0	\$0	\$0	\$1,620,000
14.	West Ormond Utilities Airport Road FM Extension	To be determined & Daytona Beach	\$0	\$275,000	\$3,059,500	\$0	\$0	\$3,334,500
15.	West Ormond Utilities Hand Avenue FM	To be determined	\$0	\$0	\$300,000	\$4,020,000	\$0	\$4,320,000
16.	West Ormond Utilities SR40 Parallel FM	To be determined	\$0	\$0	\$225,000	\$2,880,000	\$0	\$3,105,000
Water and Sewer Improvements								
17.	SR40 Utility Adjustments	Water & Sewer Charges	\$33,000	\$0	\$0	\$0	\$0	\$33,000
18.	Utility Master Plan Update	Wastewater impact fees and Water impact fees	\$0	\$320,000	\$0	\$0	\$0	\$320,000
19.	West Ormond Utilities SR40 WM FM Loop	To be determined	\$6,280,000	\$0	\$0	\$0	\$0	\$6,280,000
Reclaim Water								
20.	Airport Road Reclaim Water Main, Phase 2	Bond proceeds	\$1,110,000	\$0	\$0	\$0	\$0	\$1,110,000
21.	Shadow Crossings Reuse Pump Facility	Water & Sewer Charges	\$415,000	\$0	\$0	\$0	\$0	\$415,000
TOTAL:			\$21,705,500	\$45,990,000	\$46,502,500	\$12,265,500	\$69,481,250	\$195,944,250
Utilities Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Bond Proceeds			\$3,710,000	\$300,000	\$5,215,000	\$1,913,000	\$1,778,750	\$12,916,750
Daytona Beach			\$1,890,000	\$9,550,000	\$10,353,000	\$0	\$0	\$21,793,000
To be determined			\$13,085,000	\$35,500,000	\$30,781,500	\$10,207,500	\$67,702,500	\$157,276,000
Wastewater Impact Fee			\$0	\$160,000	\$0	\$0	\$0	\$160,000
Water & Sewer Charges			\$448,000	\$320,000	\$153,000	\$145,000	\$0	\$1,066,000
Water Impact Fees			\$2,572,500	\$160,000	\$0	\$0	\$0	\$2,732,500
Total			\$21,705,500	\$45,990,000	\$46,502,500	\$12,265,500	\$69,481,250	\$195,944,250

**Table E
Transportation**

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
1	Neighborhood Traffic Calming	Property Taxes—Transportation	\$70,000	\$50,000	\$50,000	\$50,000	\$50,000	\$270,000
2	Pineland Trail Roadway Improvements	River to Sea TPO grant	\$0	\$0	\$0	\$0	\$5,761,250	\$5,761,250
		Transportation Reserves						
3	US 1 North Sidewalk	River to Sea TPO grant	\$0	\$0	\$0	\$0	\$1,995,300	\$1,995,300
		Transportation Reserves						
Totals:			\$70,000	\$50,000	\$50,000	\$50,000	\$7,806,550	\$8,026,550

Transportation Funding Schedule

Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Property Taxes – Transportation	\$70,000	\$50,000	\$50,000	\$50,000	\$50,000	\$270,000
River to Sea TPO Grant	\$0	\$0	\$0	\$0	\$6,505,965	\$6,505,965
Transportation Reserves	\$0	\$0	\$0	\$0	\$1,250,585	\$1,250,585
Total	\$70,000	\$50,000	\$50,000	\$50,000	\$7,806,550	\$8,026,550

Table F
School Improvements
Capital Improvements Schedule

Based upon Volusia County Schools, Annual Operating Budget (Schools within Ormond Beach)
<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

#	Project Description/Area	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
1	Ormond Beach Elementary—Renovations	\$0	\$0	\$0	\$0	\$500,000	\$500,000
2	Tomoka Elementary—Master Plan	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000
Totals:		\$2,000,000	\$0	\$0	\$0	\$500,000	\$2,500,000

Table G
River to Sea Transportation Improvement Plan
Capital Improvements Schedule

<https://www.r2ctpo.org/planning-studies/transportation-improvement-program/>

#	Project Description/Area	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
1	4197721— I-95 N. Ormond Business Park Interchange	\$559,027	\$0	\$0	\$0	\$0	\$559,027
2	4197722-0 I095 Interchange at SR5 (US1)	\$7,155,188	\$0	\$0	\$3,350,000	\$0	\$10,505,188
3	4197723— I-95 Interchange at SR 5 (US1)	\$50,460,047	\$0	\$0	\$0	\$0	\$50,460,047
4	4289471— SR40 (Granada Blvd) from Breakaway Trail to Williamson Blvd	\$4,713,138	\$400,000	\$2,190,000	\$2,107,386	\$924,708	\$10,335,232
5	4471051— Resurfacing— SR40 from SR 40 to SR A1A	\$6,798,691	\$0	\$0	\$0	\$0	\$6,798,691
6	4409501— Thompson Creek Trail	\$0	\$0	\$0	\$686,302	\$0	\$686,302
Totals:		\$69,686,091	\$400,000	\$2,190,000	\$6,143,688	\$924,708	\$79,344,487

**Table H
General Capital Improvement Fund
Capital Improvements Schedule**

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
4	Police Station/EOC	General Fund Reserves	\$100,000	\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$51,000,00
		To Be Determined						
		Legislative Funding						
Totals:			\$100,000	\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$51,000,000
Transportation Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
General Fund Revenues			\$100,000	\$0	\$0	\$0	\$0	\$100,000
To Be Determined			\$0	\$1,450,000	\$24,000,000	\$24,000,000	\$0	\$49,450,000
Legislative Funding			\$0	\$1,450,000	\$0	\$0	\$0	\$1,450,000
Total			\$100,000	\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$51,000,000

Table A
Leisure Services

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, September 4, 2024

<u>#</u>	<u>Project Description/Area</u>	<u>Funding Source</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>	<u>TOTAL FY 24-25 to FY 28-29</u>
<u>Leisure Services</u>								
1	OBSC Softball Field Reconstruction	Property Taxes-LS	\$800,000	\$0	\$0	\$0	\$0	\$800,000
2	Nova Field #1 Relocation	Echo Grant	\$100,000	\$900,000	\$500,000	\$0	\$0	\$1,500,000
		Property Taxes-LS						
3	Central Park Trails Systems	Echo Grant	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
		Property Taxes-LS						
		<u>Total</u>	<u>\$900,000</u>	<u>\$900,000</u>	<u>\$500,000</u>	<u>\$1,000,000</u>	<u>\$0</u>	<u>\$3,300,000</u>
<u>Leisure Services Funding Schedule</u>								
<u>Funding Source</u>			<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>	<u>TOTAL FY 24-25 to FY 28-29</u>
Echo Grant			\$400,000	\$450,000	\$0	\$500,000	\$0	\$1,350,000
Property Taxes – LS			\$500,000	\$450,000	\$500,000	\$500,000	\$0	\$1,950,000
<u>Total</u>			<u>\$900,000</u>	<u>\$900,000</u>	<u>\$500,000</u>	<u>\$1,000,000</u>	<u>\$0</u>	<u>\$3,300,000</u>

Table B
Community Redevelopment
Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Downtown								
1	Community Center	Property Taxes – CRA	\$0	\$500,000	\$0	\$0	\$7,118,000	\$7,618,000
2	Traffic Calming	Property Taxes – TIF	\$0	\$100,000	\$0	\$0	\$0	\$100,000
3	Stormwater Improvements	Property Taxes – TIF	\$0	\$0	\$1,100,000	\$0	\$0	\$1,100,000
		Stormwater Charges						
4	Thompson Creek, Phase 1	TPO (Grant Pending)	\$0	\$0	\$624,716	\$2,220,273	\$0	\$2,844,989
		Property Taxes – TIF						
		Total	\$0	\$600,000	\$1,724,716	\$2,220,273	\$7,118,000	\$11,662,989
Downtown Funding Schedule								
Funding Source			FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Property Taxes - CRA			\$0	\$100,000	\$862,472	\$222,028	\$7,118,000	\$8,302,500
Property Taxes – TIF			\$0	\$0	\$0	\$0	\$0	\$0
Stormwater charges			\$0	\$0	\$300,000	\$0	\$0	\$300,000
Grant			\$0	\$500,000	\$0	\$0	\$0	\$500,000
TPO (Grant Pending)			\$0	\$0	\$562,244	\$1,998,245	\$0	\$2,560,489
Total			\$0	\$600,000	\$1,724,716	\$2,220,273	\$7,118,000	\$11,662,989

Table C
Utilities
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Water Improvements								
1	Water Main Replacement	Water & Sewer Charges	\$300,000	\$0	\$0	\$0	\$0	\$300,000
2	Wellfield Repairs	Water & Sewer Charges, Bond Proceeds	\$0	\$0	\$151,400	\$1,778,750	\$0	\$1,930,150
3	West Ormond Utilities Potable Tank and Station	To be determined	\$375,000	\$5,025,000	\$0	\$0	\$0	\$5,400,000
4	West Ormond Utilities – New Rima Wells	To be determined	\$0	\$0	\$300,000	\$3,007,500	\$0	\$3,307,500
5	West Ormond Utilities, Water Treatment Plan Evaluation	To be determined	\$0	\$0	\$300,000	\$0	\$0	\$300,000
6	Water System Expansion	To be determined	\$0	\$0	\$0	\$4,500,000	\$42,750,000	\$47,250,000
7	West Ormond Utilities – New Raw Water Wellfield	To be determined	\$0	\$0	\$0	\$0	\$17,250,000	\$17,250,000
Wastewater Improvements								
8	Halifax River Utility Crossing	Bond Proceeds	\$480,000	\$5,680,000	\$0	\$0	\$0	\$6,160,000
9	Water Reclamation Facility Filter Modification	Bond Proceeds	\$475,000	\$5,100,000	\$0	\$0	\$0	\$5,575,000
10	North US 1 Utility Adjustments	Water & Sewer Charges, Bond Proceeds	\$0	\$0	\$300,000	\$3,100,000	\$0	\$3,400,000
11	Pep Tank Elimination, Phase 1	Water & Sewer Charges, Bond Proceeds	\$0	\$0	\$400,000	\$5,750,000	\$0	\$6,150,000

**Table C
Utilities**

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, September 4, 2024

#	<u>Project Description/Area</u>	<u>Funding Source</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>	<u>TOTAL FY 24-25 to FY 28-29</u>
<u>12</u>	<u>West Ormond Utilities Airport Road Force Main Extension</u>	<u>To be determined, Daytona Beach</u>	<u>\$275,000</u>	<u>\$3,059,5000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,334,500</u>
<u>13</u>	<u>West Ormond Utilities Water Reclamation Facility</u>	<u>To be determined, Daytona Beach</u>	<u>\$6,500,000</u>	<u>\$37,250,000</u>	<u>\$37,250,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$81,000,000</u>
<u>14</u>	<u>West Ormond Water Reclamation Facility Site Improvements</u>	<u>To be determined</u>	<u>\$1,700,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,700,000</u>
<u>15</u>	<u>West Ormond Utilities SR 40 Parallel Force Main</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$225,000</u>	<u>\$2,880,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,105,000</u>
<u>16</u>	<u>West Ormond Utilities Hand Avenue Force Main</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$4,020,000</u>	<u>\$4,320,000</u>
<u>Water and Sewer Improvements</u>								
<u>17</u>	<u>Public Works Management Site Upgrades</u>	<u>Water & Sewer Charges</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$270,000</u>	<u>\$270,000</u>
<u>18</u>	<u>Public Works Generator</u>	<u>Water & Sewer Charges</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$255,000</u>	<u>\$255,000</u>
<u>19</u>	<u>Public Works Renovation</u>	<u>Water & Sewer Charges</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$338,000</u>	<u>\$338,000</u>
<u>20</u>	<u>Utility Master Plan Update</u>	<u>Wastewater Impact Fees, Water impact Fees</u>	<u>\$0</u>	<u>\$380,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$380,000</u>
<u>21</u>	<u>West Ormond Utilities Area A Water Main & Force Main</u>	<u>To be determined</u>	<u>\$200,000</u>	<u>\$2,550,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,750,000</u>

**CAPITAL IMPROVEMENTS ELEMENT
GOALS, OBJECTIVES AND POLICIES**

**Table C
Utilities**

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, September 4, 2024

<u>#</u>	<u>Project Description/Area</u>	<u>Funding Source</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>	<u>TOTAL FY 24-25 to FY 28-29</u>
<u>Reclaim Water</u>								
<u>22</u>	<u>Reuse Reservoir</u>	<u>Bond Proceeds, SJRWMD, State Appropriation</u>	<u>\$6,680,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$6,680,000</u>
<u>Total</u>			<u>\$17,210,000</u>	<u>\$56,899,500</u>	<u>\$43,726,400</u>	<u>\$18,436,250</u>	<u>\$64,883,000</u>	<u>\$201,155,150</u>
<u>Utilities Funding Schedule</u>								
<u>Funding Source</u>			<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>	<u>TOTAL FY 24- 25 to FY 28-29</u>
<u>Bond Proceeds</u>			<u>\$4,765,000</u>	<u>\$10,780,000</u>	<u>\$0</u>	<u>\$10,628,750</u>	<u>\$0</u>	<u>\$26,173,750</u>
<u>Daytona Beach</u>			<u>\$1,990,000</u>	<u>\$10,353,000</u>	<u>\$9,450,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$21,793,000</u>
<u>SJRWMD</u>			<u>\$1,670,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,670,000</u>
<u>To be determined</u>			<u>\$7,285,000</u>	<u>\$35,386,500</u>	<u>\$33,425,000</u>	<u>\$7,807,500</u>	<u>\$64,020,000</u>	<u>\$147,924,000</u>
<u>State Appropriation</u>			<u>\$1,200,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,200,000</u>
<u>Wastewater Impact Fee</u>			<u>\$0</u>	<u>\$190,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$190,000</u>
<u>Water & Sewer Charges</u>			<u>\$300,000</u>	<u>\$0</u>	<u>\$851,400</u>	<u>\$0</u>	<u>\$863,000</u>	<u>\$2,014,400</u>
<u>Water Impact Fees</u>			<u>\$0</u>	<u>\$190,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$190,000</u>
<u>Total</u>			<u>\$17,210,000</u>	<u>\$56,899,500</u>	<u>\$43,726,400</u>	<u>\$18,436,250</u>	<u>\$64,883,000</u>	<u>\$201,155,150</u>

Table D
Transportation
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
1	Neighborhood Traffic Calming	Property Taxes – Transportation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
2	Pineland Trail Roadway Improvements	River to Sea TPO grant	\$0	\$0	\$0	\$7,152,353	\$0	\$7,152,353
		Transportation Reserves						
3	US 1 North Sidewalk	River to Sea TPO grant	\$0	\$0	\$0	\$2,413,781	\$3,096,361	\$5,519,142
		Transportation Reserves						
Totals:			\$50,000	\$50,000	\$50,000	\$9,616,134	\$3,146,361	\$12,921,495

Transportation Funding Schedule						
Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Property Taxes - Transportation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
River to Sea TPO Grant	\$0	\$0	\$0	\$6,505,965	\$0	\$4,770,315
Bonds	\$0	\$0	\$0	\$2,382,038	\$3,774,492	\$2,382,038
Total	\$50,000	\$50,000	\$50,000	\$8,938,003	\$3,824,492	\$12,912,495

Table E
School Improvements
Capital Improvements Schedule

Based upon Volusia County Schools, Annual Operating Budget

<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

NOTE: All table information is new and from Volusia County Schools

Volusia County Schools
2025-2029 Capital Five-Year Work Program Forecast (Detail)
Capital Projects Funds - Local Capital Improvement Funds - Consolidated

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Sources - revenues					
Local sources:					
Ad valorem property taxes	\$ 99,170,467	\$ 94,018,320	\$ 97,250,400	\$ 102,439,152	\$ 106,686,288
Investment income	80,000	70,000	60,000	50,000	40,000
Total local sources	99,250,467	94,088,320	97,310,400	102,489,152	106,726,288
Total sources	99,250,467	94,088,320	97,310,400	102,489,152	106,726,288
Uses - expenditures					
New Construction					
Central Warehouse	-	-	2,500,000	15,000,000	-
Enterprise Elm - K-8 Replacement School	3,000,000	-	-	-	-
Hinson Mid - Classroom Addition	-	-	-	750,000	10,000,000
Indian River Elm - Classroom Addition	-	-	-	-	400,000
Manatee Cove Elm - 11 Classroom Addition	550,000	-	500,000	-	-
Pathways Elm - 11 Classroom Addition	550,000	-	500,000	-	-
Pine Ridge HS - 14 Classroom Addition	700,000	-	500,000	-	-
Port Orange Elm - Renovations	-	-	750,000	8,500,000	10,000,000
Read Pattillo Elm - K-8 Replacement School	750,000	-	2,000,000	-	-
Southwestern Mid - Renovate Kitchen and Multipurpose	6,000,000	-	-	-	-
Spruce Creek Elm - Campuswide HVAC and Lighting	-	-	1,200,000	-	-
Volusia Pines Elm - Classroom Addition	-	-	-	-	600,000
Total New Construction	11,550,000	-	7,950,000	24,250,000	21,000,000

NOTE: All table information
is new and from Volusia
County Schools

Table E
School Improvements
Capital Improvements Schedule

Based upon Volusia County Schools, Annual Operating Budget

<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

Projects at Existing Schools and Facilities

Atlantic HS - Press Box and Restroom Buildings	1,383,000	-	-	-	-
Atlantic HS - Renovate Group Restrooms Campus Wide	2,160,000	-	-	-	-
Blue Lake Elm - Renovate Basketball Courts	318,324	-	-	-	-
Brewster Center - Replace Emergency Generator	601,200	-	-	-	-
Brewster Center - Repair Floor Joists	-	117,600	-	-	-
Campbell Mid - Replace Emergency Generator	-	597,600	-	-	-
Creekside Mid - Replace Stage Lighting and Sound System	-	-	900,000	-	-
DeLand Administrative Complex - Upgrade Data Center Ba	250,000	-	-	-	-
Deltona HS - Upgrade Stage Lighting	900,000	-	-	-	-
Deltona HS - Foundation Repairs Bldg. 2	3,000,000	-	-	-	-
DeLand Mid - School Envelope Improvement	-	3,900,000	-	-	-
Edgewater Public Elm - Renovate Media Center	360,000	-	-	-	-
Edgewater Public Elm - Upgrade Parking Lot and Bus Loop	-	-	400,000	-	-
Edgewater Public Elm - Replace Stage Lighting and Sound S	-	600,000	-	-	-
Forest Lake Elm - Parent Loop Extension	1,000,000	-	-	-	-
Freedom Elm - Replace DOAS Bldgs. 3 and 4	1,300,000	-	-	-	-
Freedom Elm - Replace Stage Lighting and Sound System	-	600,000	-	-	-
Freedom Elm - Replace DOAS Bldgs. 1 and 2	-	1,400,000	-	-	-
Heritage Mid - New Marquee	-	216,000	-	-	-
Hinson Mid - Upgrade HVAC and Lighting Bldg. 7	-	1,800,000	-	-	-
Mainland HS - Stormwater Upgrades	1,500,000	-	-	-	-
Mainland HS - Upgrade Site Lighting	-	-	900,000	-	-
Mainland HS - Renovate Cafeteria	-	2,640,000	-	-	-
New Smyrna Transportation - Vehicle Lift Foundation	111,840	-	-	-	-
New Smyrna Beach HS - Upgrade BAS Bldgs. 1-4	-	1,488,044	-	-	-
New Smyrna Beach Mid - Replace Millwork Campus Wide	-	-	1,500,000	-	-
Osceola Elm - Reroof Bldgs. 4 and 9	94,000	-	-	-	-
Osceola Elm - Renovation for Riverview Move	-	3,426,000	-	-	-
Osteen Elm - Replace Gutters and Downspouts	556,390	-	-	-	-
Parking Lot Lease - City of DeLand	28,665	28,665	28,665	28,665	28,665

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County Schools

Table E
School Improvements
Capital Improvements Schedule

Based upon Volusia County Schools, Annual Operating Budget

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	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Pathways Elm - Upgrade Parking Lot Lighting	-	-	258,000	-	-
Pine Ridge HS - Repair Wall Flashings Bldg. 8	319,200	-	-	-	-
Portables - Moves and Compliance	900,000	400,000	400,000	400,000	400,000
R.J. Longstreet Elm - Upgrade Parking Lot and Canopy Light	-	200,000	-	-	-
River Springs Mid - Replace Gutters and Downspouts	648,000	-	-	-	-
Seabreeze HS - New Marquee	-	216,000	-	-	-
Seabreeze HS - Upgrade Parking Lot Lighting	-	546,000	-	-	-
Silver Sands Mid - Renovate Media Center	-	456,000	-	-	-
Silver Sands Mid - Replace Stage Lighting and Sound System	900,000	-	-	-	-
Silver Sands Mid - Replace Gymnasium Bleachers	-	400,000	-	-	-
South Daytona Elm - Upgrade Kitchen Flooring, Lighting and	-	354,000	-	-	-
Spruce Creek HS - Auditorium Seating and Flooring	-	1,290,000	-	-	-
University HS - New Marquee	102,000	-	-	-	-
University HS - Press Box	507,360	-	-	-	-
University HS - Upgrade Fire Booster Pump and Controls	534,000	-	-	-	-
Various - Minor Projects	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Various Schools - BDA	945,938	945,938	-	-	-
Various Schools - Playgrounds	300,000	300,000	300,000	300,000	300,000
Various Schools - Leased Portables	100,000	100,000	100,000	100,000	100,000
Total Projects at Existing Schools and Facilities	22,819,917	26,021,847	8,786,665	4,828,665	4,828,665
Facilities Management					
Contingency	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
Facilities Management	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Total Facilities Management	7,300,000	7,300,000	7,300,000	7,300,000	7,300,000
System Wide Equipment and Vehicles					
Furn, Fix, Equip, Veh	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
White Fleet	910,000	910,000	910,000	910,000	910,000
Total System Wide Equipment and Vehicles	2,110,000	2,110,000	2,110,000	2,110,000	2,110,000

NOTE: All table information
is new and from Volusia
County Schools

Table E
School Improvements
Capital Improvements Schedule

Based upon Volusia County Schools, Annual Operating Budget

<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

Buses					
Bus and Safety	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Total Buses	<u>2,590,000</u>	<u>2,590,000</u>	<u>2,590,000</u>	<u>2,590,000</u>	<u>2,590,000</u>
Charter School Disbursements					
Charter School Capital Outlay LCIF Disbursements	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
Total Charter School Disbursements	<u>1,034,127</u>	<u>1,313,192</u>	<u>1,938,308</u>	<u>2,753,078</u>	<u>3,010,532</u>
Roll Forward					
Prior Year Carryover Encumbrances	50,658,975	-	-	-	-
Prior Year Carryover Appropriations	31,769,478	-	-	-	-
Total roll forward	<u>82,428,453</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total uses	<u>129,832,497</u>	<u>39,335,039</u>	<u>30,674,973</u>	<u>43,831,743</u>	<u>40,839,197</u>
Excess (deficiency) of revenues over expenditures	(30,582,030)	54,753,281	66,635,427	58,657,409	65,887,091
Other financing uses					
Transfers - General Fund	(31,681,710)	(33,015,595)	(34,416,175)	(35,886,784)	(37,430,924)
Transfers - Debt Service Funds	(21,317,043)	(23,546,350)	(23,549,950)	(23,553,850)	(23,551,300)
Total other financing uses	<u>(52,998,753)</u>	<u>(56,561,945)</u>	<u>(57,966,125)</u>	<u>(59,440,634)</u>	<u>(60,982,224)</u>
Net change in fund balances	<u>(83,580,783)</u>	<u>(1,808,664)</u>	<u>8,669,302</u>	<u>(783,225)</u>	<u>4,904,867</u>
Fund balances					
Beginning Balance	91,404,931	7,824,148	6,015,483	14,684,785	13,901,559
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Ending Balance	<u>\$ 7,824,148</u>	<u>\$ 6,015,483</u>	<u>\$ 14,684,785</u>	<u>\$ 13,901,559</u>	<u>\$ 18,806,427</u>

Table F
River to Sea Transportation Planning Organization Transportation Improvement Plan
Capital Improvements Schedule

<https://www.r2ctpo.org/planning-studies/transportation-improvement-program/>

#	Project Description/Area	<2025	2025	2026	2027	2028	FY 28-29
1	419772-1 – I-95 N. Ormond Business Park Interchange	\$559,027	\$0	\$0	\$0	\$0	\$559,027
2	428947-1- SR40 (Granada Blvd) from Breakaway Trail to Williamson Blvd	\$4,710,989	\$400,000	\$2,190,000	\$2,107,386	884,708	\$10,293,083
3	419772-2 - I-95 Interchange at SR5 (US1)	\$50,650,966	\$0	\$0	\$240,681,710	\$0	\$291,332,676
4	419772-3 – I-95 Interchange at SR 5 (US1)	\$6,409,678	\$200,000	\$0	\$0	\$0	\$6,609,678
5	453588-1 – I-95 Interchange at SR-40	\$0	\$3,529,500	\$0	\$0	\$0	\$3,529,500
6	448786-1 US-1 from Airport Road to Broadway Avenue	\$498,702	\$0	\$0	\$0	\$4,516,483	\$5,015,185
7	440950-1 – Thompson Creek Trail	\$0	\$0	\$686,302	\$0	\$0	\$686,302
Totals		\$12,178,396	\$4,129,500	\$2,190,000	\$242,789,096	\$5,401,191	\$318,025,451

Table G
General Capital Improvement Fund
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

<u>#</u>	<u>Project Description/Area</u>	<u>Funding Source</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>	<u>TOTAL FY 24-25 to FY 28-29</u>
1	Police Station/EOC	Bonds, Legislative Funding	\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$0	\$50,900,000
<u>Total</u>			<u>\$2,900,000</u>	<u>\$24,000,000</u>	<u>\$24,000,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$50,900,000</u>
<u>General Capital Improvement Fund Schedule</u>								
<u>Funding Source</u>			<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>	<u>TOTAL FY 24-25 to FY 28-29</u>
Bonds			\$1,450,000	\$24,000,000	\$24,000,000	\$0	\$0	\$49,450,000
Legislative Funding			\$1,450,000	\$0	\$0	\$0	\$0	\$1,450,000
<u>Total</u>			<u>\$2,900,000</u>	<u>\$24,000,000</u>	<u>\$24,000,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$50,900,000</u>



PLANNING BOARD STAFF REPORT

Comprehensive Plan Amendments
Capital Improvements Schedule Annual Update
Project Number: PZ-2024-0117

PLANNING BOARD DATE:	January 9, 2025
TENTATIVE CITY COMMISSION DATES:	February 18, 2025 and March 4, 2025
APPLICANT:	Administrative
REQUEST:	An administrative request to update the Capital Improvements Schedule of the Capital Improvements Element of the City of Ormond Beach Comprehensive Plan consistent with the adopted Capital Improvement Plan in accordance with State law. This update does not include any text changes to the goals, objectives, and policies of the Capital Improvements Element
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is an administrative request to update the Capital Improvements Schedule of the Capital Improvements Element of the City of Ormond Beach Comprehensive Plan to be consistent with the adopted Capital Improvement Plan in accordance with State law. This update does not include any text changes to the goals, objectives, and policies of the Capital Improvements Element.

SECTION 2, BACKGROUND:

Chapter 163.3177(3)(a) of the Florida Statutes states, "The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan." Each year, local governments must update their Capital Improvements Element (CIE), including the Five-Year Schedule of Capital Improvements, to demonstrate funding or planning for the public facility improvements needed to support their population.

Policy 1.1.5. of the Capital Improvements Element states:

The Capital Improvements Element shall be reviewed on an annual basis and modified as necessary in accordance with Section 163.3187, F.S. Corrections, updates and modifications concerning costs; revenue sources; acceptance of facilities, pursuant to dedications which are consistent with the plan; or the date of construction of any facility enumerated in the CIE may be accomplished by ordinance and shall not be deemed to be amendments to the Comprehensive Plan.

The list of capital projects are from the following:

1. Ormond Beach Capital Improvements Plan (CIP);
2. Volusia County Schools Capital Project Details; and
3. Volusia-Flagler Transportation Planning Organization Transportation Improvement Program.

These project improvements assist in maintaining the City's adopted level-of-service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, roads, parks, and schools. The City Commission approved the Ormond Beach Capital Improvements Plan on September 4, 2024. The proposed amendment updates the Schedule of Capital Improvements projects previously approved by the City Commission with the adopted Capital Improvement Plan.

The Capital Improvement Plan shows the current fiscal year (2024-25) with approved projects and outer fiscal years as proposed. The City Commission reviews and approves the Capital Improvement Plan annually. The Capital Improvements Schedule only includes capital projects. Capital projects, typically over \$25,000, are designed for long-term use, such as a water line or road improvement. The Capital Improvement Plan includes vehicles, maintenance, repairs, and rehabilitation but is not in the Capital Improvements Schedule. Some facilities, such as schools or roadways, are funded from sources outside the City and copied into the Capital Improvement Schedule.

Local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. This requirement was based upon the 1985 Growth Management Act. The CIE and the Schedule aim to identify the capital improvements needed to implement the Comprehensive Plan and ensure adopted LOS Standards are achieved and maintained for concurrency-related facilities. The capital improvements schedule is not required to be submitted as a comprehensive plan amendment under the submittal procedures required by Section 163.3184, F.S. Other revisions related to the capital improvements schedule, such as map amendments or level of service revisions, may not be adopted in the same ordinance. The CIE annual update is limited solely to the schedule itself. The conditions governing the notice and hearing are the same as those required to adopt any local ordinance. The City is no longer required to submit the adoption ordinance and updated schedule to the Department of Economic Opportunity, but as a courtesy, will continue to do so.

SECTION 3, ANALYSIS:

The proposed amendment updates the Capital Improvements Schedule within the Capital Improvements Element consistent with the adopted five-year Capital Improvement Plan. Updates include:

Table A, Leisure Services – source: City Capital Improvement Plan

Table B, Community Redevelopment – source: City Capital Improvement Plan

Table C, Utilities – source: City Capital Improvement Plan

Table D, Transportation – source: City Capital Improvement Plan

Table E – School Improvements – Source – Volusia County School operating budget
(<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>)

Table F – River to Sea Transportation Planning Organization Transportation Improvement Plan
<https://www.r2ctpo.org/planning-studies/transportation-improvement-program/>

Table G – General Capital Improvement Fund – source: City Capital Improvement Plan

The proposed amendments to the CIE schedules are required to be in underline/strikethrough format and are attached for review as Attachment 1. The amendments include the Volusia County School District Five-Year Work Program and the Volusia-Flagler TPO Work Program.

SECTION 4, RECOMMENDATION:

The updates to the Capital Improvements Schedule are required based on the City's Comprehensive Plan and Florida Statutes. It is recommended that the Planning Board **APPROVE** administrative amendments to the Comprehensive Plan adoption of the annual Capital Improvement Schedule update.

Attachment 1: 2024-25 Capital Improvement Element Annual Update

ATTACHMENT 1

Capital Improvement Element Annual Update

Update to the Capital Improvements Schedule

Table A
Leisure Services
Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Leisure Services								
1	Nova Sports Fields Reconstruction	Echo Grant	\$340,000	\$0	\$0	\$0	\$0	\$340,000
		Property Taxes-LS						
		Fund Balance						
2	OBSC LED Softball Quad Lighting	Echo Grant	\$800,000	\$0	\$0	\$0	\$0	\$800,000
		Property Taxes-LS						
3	OBSC Softball Field Reconstruction	Property Taxes-LS	\$0	\$400,000	\$0	\$0	\$0	\$400,000
4	Nova Field #1 Relocation	Echo Grant	\$0	\$0	\$1,000,000	\$500,000	\$0	\$1,500,000
		Property Taxes-LS						
5	Central Park Trails Systems	Echo Grant	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
		Property Taxes-LS						
		Total	\$1,140,000	\$400,000	\$1,000,000	\$500,000	\$1,000,000	\$4,040,000
Leisure Services Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Echo Grant			\$570,000	\$0	\$500,000	\$0	\$500,000	\$1,570,000
Fund Balance			\$70,000	\$0	\$0	\$0	\$0	\$70,000
Property Taxes—LS			\$500,000	\$400,000	\$500,000	\$500,000	\$500,000	\$2,400,000
Total			\$1,140,000	\$400,000	\$1,000,000	\$500,000	\$1,000,000	\$4,040,000

Update to the Capital Improvements Schedule

Table A **Leisure Services**

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, September 4, 2024

<u>#</u>	<u>Project Description/Area</u>	<u>Funding Source</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>	<u>TOTAL FY 24-25 to FY 28-29</u>
<u>Leisure Services</u>								
<u>1</u>	<u>OBSC Softball Field Reconstruction</u>	<u>Property Taxes-LS</u>	<u>\$800,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$800,000</u>
<u>2</u>	<u>Nova Field #1 Relocation</u>	<u>Echo Grant</u>	<u>\$100,000</u>	<u>\$900,000</u>	<u>\$500,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,500,000</u>
		<u>Property Taxes-LS</u>						
<u>3</u>	<u>Central Park Trails Systems</u>	<u>Echo Grant</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,000,000</u>	<u>\$0</u>	<u>\$1,000,000</u>
		<u>Property Taxes-LS</u>						
	<u>Total</u>		<u>\$900,000</u>	<u>\$900,000</u>	<u>\$500,000</u>	<u>\$1,000,000</u>	<u>\$0</u>	<u>\$3,300,000</u>
<u>Leisure Services Funding Schedule</u>								
<u>Funding Source</u>			<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>FY 27-28</u>	<u>FY 28-29</u>	<u>TOTAL FY 24-25 to FY 28-29</u>
<u>Echo Grant</u>			<u>\$400,000</u>	<u>\$450,000</u>	<u>\$0</u>	<u>\$500,000</u>	<u>\$0</u>	<u>\$1,350,000</u>
<u>Property Taxes – LS</u>			<u>\$500,000</u>	<u>\$450,000</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$0</u>	<u>\$1,950,000</u>
<u>Total</u>			<u>\$900,000</u>	<u>\$900,000</u>	<u>\$500,000</u>	<u>\$1,000,000</u>	<u>\$0</u>	<u>\$3,300,000</u>

Update to the Capital Improvements Schedule

Table B
Community Redevelopment
Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Downtown								
1	Community Center	Property Taxes – CRA	\$60,000	\$0	\$0	\$0	\$0	\$60,000
2	Traffic Calming	Property Taxes – TIF		\$100,000	\$100,000	\$0	\$0	\$200,000
3	Stormwater Improvements	Property Taxes – TIF	\$0	\$0	\$1,100,000	\$0	\$0	\$1,100,000
		Stormwater Charges						
4	Thompson Creek, Phase 1	TPO (Grant Pending)	\$0	\$0	\$0	\$624,716	\$2,220,273	\$2,844,989
		Property Taxes – TIF						
		Total	\$60,000	\$100,000	\$1,200,000	\$624,716	\$2,220,273	\$4,204,989
Downtown Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Property Taxes – CRA			\$60,000	\$0	\$0	\$0	\$0	\$60,000
Property Taxes – TIF			\$0	\$100,000	\$900,000	\$62,472	\$222,028	\$1,284,500
Stormwater charges			\$0	\$0	\$300,000	\$0	\$0	\$300,000
TPO (Grant Pending)			\$0	\$0	\$0	\$562,244	\$1,998,245	\$2,560,489
Total			\$60,000	\$100,000	\$1,200,000	\$624,716	\$2,220,273	\$4,204,989

Update to the Capital Improvements Schedule

Table B
Community Redevelopment
Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Downtown								
1	Community Center	Property Taxes – CRA	\$0	\$500,000	\$0	\$0	\$7,118,000	\$7,618,000
2	Traffic Calming	Property Taxes – TIF	\$0	\$100,000	\$0	\$0	\$0	\$100,000
3	Stormwater Improvements	Property Taxes – TIF	\$0	\$0	\$1,100,000	\$0	\$0	\$1,100,000
		Stormwater Charges						
4	Thompson Creek, Phase 1	TPO (Grant Pending)	\$0	\$0	\$624,716	\$2,220,273	\$0	\$2,844,989
		Property Taxes – TIF						
		Total	\$0	\$600,000	\$1,724,716	\$2,220,273	\$7,118,000	\$11,662,989
Downtown Funding Schedule								
Funding Source			FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Property Taxes - CRA			\$0	\$100,000	\$862,472	\$222,028	\$7,118,000	\$8,302,500
Property Taxes – TIF			\$0	\$0	\$0	\$0	\$0	\$0
Stormwater charges			\$0	\$0	\$300,000	\$0	\$0	\$300,000
Grant			\$0	\$500,000	\$0	\$0	\$0	\$500,000
TPO (Grant Pending)			\$0	\$0	\$562,244	\$1,998,245	\$0	\$2,560,489
Total			\$0	\$600,000	\$1,724,716	\$2,220,273	\$7,118,000	\$11,662,989

Update to the Capital Improvements Schedule

Table C
Stormwater
Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Stormwater Improvements								
1	N US1 & Ormond Lakes Drainage Study	Stormwater Charges	\$150,000	\$0	\$0	\$0	\$0	\$150,000
2	OBSC Access and Drainage	Stormwater Charges	\$484,950	\$0	\$0	\$0	\$0	\$484,950
Total			\$634,950	\$0	\$0	\$0	\$0	\$634,950
Stormwater Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Stormwater charges			\$634,950	\$0	\$0	\$0	\$0	\$634,950
Total			\$634,950	\$0	\$0	\$0	\$0	\$634,950

Update to the Capital Improvements Schedule

****Note -- also in the Water Supply Work Plan Comprehensive Plan Amendment Packet**

Table D

Utilities

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Water Improvements								
1.	Water Main Replacements	Bond Proceeds	\$2,600,000	\$300,000	\$0	\$0	\$0	\$2,900,000
2.	Existing Wellfield Repairs	Water & Sewer Charges & Bond Proceeds	\$0	\$0	\$0	\$145,000	\$1,778,750	\$1,923,750
3.	Hudson Wellfield Expansion	Water Impact Fees	\$2,572,500	\$0	\$0	\$0	\$0	\$2,572,500
4.	West Ormond Utilities Potable Tank and Station	To be determined	\$375,000	\$5,025,000	\$0	\$0	\$0	\$5,400,000
5.	West Ormond Utilities, New Rima Wells	To be determined	\$0	\$0	\$300,000	\$3,007,500	\$0	\$3,307,500
6.	West Ormond Utilities Water Treatment Plant	To be determined	\$0	\$0	\$0	\$300,000	\$0	\$300,000
7.	West Ormond Utilities -- New Raw Water Wellfield	To be determined	\$0	\$0	\$0	\$0	\$20,452,500	\$20,452,000
8.	West Ormond Utilities Water Treatment Plant	To be determined	\$0	\$0	\$0	\$0	\$47,250,000	\$47,250,000
Wastewater Improvements								
9.	Water Reclamation Facility Modifications	Water & Sewer Charges & Bond Proceeds	\$0	\$320,000	\$5,215,000	\$0	\$0	\$5,535,000
10.	Halifax River Force Main Crossing	Water & Sewer Charges & Bond Proceeds	\$0	\$0	\$153,000	\$1,913,000	\$0	\$2,066,300
11.	West Ormond Utilities Area A Water Main & Force Main	To be determined	\$200,000	\$2,500,000	\$0	\$0	\$0	\$2,700,000
12.	West Ormond Utilities Water Reclamation Facility	To be determined & Daytona Beach	\$6,500,000	\$37,250,000	\$37,250,000	\$0	\$0	\$81,000,000

Update to the Capital Improvements Schedule

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
13.	West Ormond Utilities Water Reclamation Facility Site Improvements	To be determined	\$1,620,000	\$0	\$0	\$0	\$0	\$1,620,000
14.	West Ormond Utilities Airport Road FM Extension	To be determined & Daytona Beach	\$0	\$275,000	\$3,059,500	\$0	\$0	\$3,334,500
15.	West Ormond Utilities Hand Avenue FM	To be determined	\$0	\$0	\$300,000	\$4,020,000	\$0	\$4,320,000
16.	West Ormond Utilities SR40 Parallel FM	To be determined	\$0	\$0	\$225,000	\$2,880,000	\$0	\$3,105,000
Water and Sewer Improvements								
17.	SR40 Utility Adjustments	Water & Sewer Charges	\$33,000	\$0	\$0	\$0	\$0	\$33,000
18.	Utility Master Plan Update	Wastewater impact fees and Water impact fees	\$0	\$320,000	\$0	\$0	\$0	\$320,000
19.	West Ormond Utilities SR40 WM FM Loop	To be determined	\$6,280,000	\$0	\$0	\$0	\$0	\$6,280,000
Reclaim Water								
20.	Airport Road Reclaim Water Main, Phase 2	Bond proceeds	\$1,110,000	\$0	\$0	\$0	\$0	\$1,110,000
21.	Shadow Crossings Reuse Pump Facility	Water & Sewer Charges	\$415,000	\$0	\$0	\$0	\$0	\$415,000
TOTAL:			\$21,705,500	\$45,990,000	\$46,502,500	\$12,265,500	\$69,481,250	\$195,944,250
Utilities Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Bond Proceeds			\$3,710,000	\$300,000	\$5,215,000	\$1,913,000	\$1,778,750	\$12,916,750
Daytona Beach			\$1,890,000	\$9,550,000	\$10,353,000	\$0	\$0	\$21,793,000
To be determined			\$13,085,000	\$35,500,000	\$30,781,500	\$10,207,500	\$67,702,500	\$157,276,000
Wastewater Impact Fee			\$0	\$160,000	\$0	\$0	\$0	\$160,000
Water & Sewer Charges			\$448,000	\$320,000	\$153,000	\$145,000	\$0	\$1,066,000
Water Impact Fees			\$2,572,500	\$160,000	\$0	\$0	\$0	\$2,732,500
Total			\$21,705,500	\$45,990,000	\$46,502,500	\$12,265,500	\$69,481,250	\$195,944,250

Update to the Capital Improvements Schedule

Table C
Utilities
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Water Improvements								
1	Water Main Replacement	Water & Sewer Charges	\$300,000	\$0	\$0	\$0	\$0	\$300,000
2	Wellfield Repairs	Water & Sewer Charges, Bond Proceeds	\$0	\$0	\$151,400	\$1,778,750	\$0	\$1,930,150
3	West Ormond Utilities Potable Tank and Station	To be determined	\$375,000	\$5,025,000	\$0	\$0	\$0	\$5,400,000
4	West Ormond Utilities – New Rima Wells	To be determined	\$0	\$0	\$300,000	\$3,007,500	\$0	\$3,307,500
5	West Ormond Utilities, Water Treatment Plan Evaluation	To be determined	\$0	\$0	\$300,000	\$0	\$0	\$300,000
6	Water System Expansion	To be determined	\$0	\$0	\$0	\$4,500,000	\$42,750,000	\$47,250,000
7	West Ormond Utilities – New Raw Water Wellfield	To be determined	\$0	\$0	\$0	\$0	\$17,250,000	\$17,250,000
Wastewater Improvements								
8	Halifax River Utility Crossing	Bond Proceeds	\$480,000	\$5,680,000	\$0	\$0	\$0	\$6,160,000
9	Water Reclamation Facility Filter Modification	Bond Proceeds	\$475,000	\$5,100,000	\$0	\$0	\$0	\$5,575,000
10	North US 1 Utility Adjustments	Water & Sewer Charges, Bond Proceeds	\$0	\$0	\$300,000	\$3,100,000	\$0	\$3,400,000
11	Pep Tank Elimination, Phase 1	Water & Sewer Charges, Bond Proceeds	\$0	\$0	\$400,000	\$5,750,000	\$0	\$6,150,000

Update to the Capital Improvements Schedule

Table C Utilities Capital Improvements Schedule Based upon adopted Capital Improvement Plan, September 4, 2024								
#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
12	West Ormond Utilities Airport Road Force Main Extension	To be determined, Daytona Beach	\$275,000	\$3,059,5000	\$0	\$0	\$0	\$3,334,500
13	West Ormond Utilities Water Reclamation Facility	To be determined, Daytona Beach	\$6,500,000	\$37,250,000	\$37,250,000	\$0	\$0	\$81,000,000
14	West Ormond Water Reclamation Facility Site Improvements	To be determined	\$1,700,000	\$0	\$0	\$0	\$0	\$1,700,000
15	West Ormond Utilities SR 40 Parallel Force Main	To be determined	\$0	\$225,000	\$2,880,000	\$0	\$0	\$3,105,000
16	West Ormond Utilities Hand Avenue Force Main	To be determined	\$0	\$0	\$0	\$300,000	\$4,020,000	\$4,320,000
Water and Sewer Improvements								
17	Public Works Management Site Upgrades	Water & Sewer Charges	\$0	\$0	\$0	\$0	\$270,000	\$270,000
18	Public Works Generator	Water & Sewer Charges	\$0	\$0	\$0	\$0	\$255,000	\$255,000
19	Public Works Renovation	Water & Sewer Charges	\$0	\$0	\$0	\$0	\$338,000	\$338,000
20	Utility Master Plan Update	Wastewater Impact Fees, Water impact Fees	\$0	\$380,000	\$0	\$0	\$0	\$380,000
21	West Ormond Utilities Area A Water Main & Force Main	To be determined	\$200,000	\$2,550,000	\$0	\$0	\$0	\$2,750,000

Update to the Capital Improvements Schedule

Table C Utilities Capital Improvements Schedule Based upon adopted Capital Improvement Plan, September 4, 2024								
#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Reclaim Water								
22	Reuse Reservoir	Bond Proceeds, SJRWMD, State Appropriation	\$6,680,000	\$0	\$0	\$0	\$0	\$6,680,000
Total			\$17,210,000	\$56,899,500	\$43,726,400	\$18,436,250	\$64,883,000	\$201,155,150
Utilities Funding Schedule								
Funding Source			FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Bond Proceeds			\$4,765,000	\$10,780,000	\$0	\$10,628,750	\$0	\$26,173,750
Daytona Beach			\$1,990,000	\$10,353,000	\$9,450,000	\$0	\$0	\$21,793,000
SJRWMD			\$1,670,000	\$0	\$0	\$0	\$0	\$1,670,000
To be determined			\$7,285,000	\$35,386,500	\$33,425,000	\$7,807,500	\$64,020,000	\$147,924,000
State Appropriation			\$1,200,000	\$0	\$0	\$0	\$0	\$1,200,000
Wastewater Impact Fee			\$0	\$190,000	\$0	\$0	\$0	\$190,000
Water & Sewer Charges			\$300,000	\$0	\$851,400	\$0	\$863,000	\$2,014,400
Water Impact Fees			\$0	\$190,000	\$0	\$0	\$0	\$190,000
Total			\$17,210,000	\$56,899,500	\$43,726,400	\$18,436,250	\$64,883,000	\$201,155,150

Update to the Capital Improvements Schedule

Table E
Transportation

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
1	Neighborhood Traffic Calming	Property Taxes—Transportation	\$70,000	\$50,000	\$50,000	\$50,000	\$50,000	\$270,000
2	Pineland Trail Roadway Improvements	River to Sea TPO grant	\$0	\$0	\$0	\$0	\$5,761,250	\$5,761,250
		Transportation Reserves						
3	US 1 North Sidewalk	River to Sea TPO grant	\$0	\$0	\$0	\$0	\$1,995,300	\$1,995,300
		Transportation Reserves						
Totals:			\$70,000	\$50,000	\$50,000	\$50,000	\$7,806,550	\$8,026,550

Transportation Funding Schedule

Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Property Taxes – Transportation	\$70,000	\$50,000	\$50,000	\$50,000	\$50,000	\$270,000
River to Sea TPO Grant	\$0	\$0	\$0	\$0	\$6,505,965	\$6,505,965
Transportation Reserves	\$0	\$0	\$0	\$0	\$1,250,585	\$1,250,585
Total	\$70,000	\$50,000	\$50,000	\$50,000	\$7,806,550	\$8,026,550

Update to the Capital Improvements Schedule

Table D
Transportation
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
1	Neighborhood Traffic Calming	Property Taxes – Transportation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
2	Pineland Trail Roadway Improvements	River to Sea TPO grant	\$0	\$0	\$0	\$7,152,353	\$0	\$7,152,353
		Transportation Reserves						
3	US 1 North Sidewalk	River to Sea TPO grant	\$0	\$0	\$0	\$2,413,781	\$3,096,361	\$5,519,142
		Transportation Reserves						
Totals:			\$50,000	\$50,000	\$50,000	\$9,616,134	\$3,146,361	\$12,921,495

Transportation Funding Schedule

Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Property Taxes - Transportation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
River to Sea TPO Grant	\$0	\$0	\$0	\$6,505,965	\$0	\$4,770,315
Bonds	\$0	\$0	\$0	\$2,382,038	\$3,774,492	\$2,382,038
Total	\$50,000	\$50,000	\$50,000	\$8,938,003	\$3,824,492	\$12,912,495

Update to the Capital Improvements Schedule

Table F
School Improvements
Capital Improvements Schedule

Based upon Volusia County Schools, Annual Operating Budget (Schools within Ormond Beach)
<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

#	Project Description/Area	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
1	Ormond Beach Elementary—Renovations	\$0	\$0	\$0	\$0	\$500,000	\$500,000
2	Tomoka Elementary—Master Plan	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000
Totals:		\$2,000,000	\$0	\$0	\$0	\$500,000	\$2,500,000

Update to the Capital Improvements Schedule

Table E **School Improvements** **Capital Improvements Schedule**

Based upon Volusia County Schools, Annual Operating Budget

<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

Volusia County Schools

2025-2029 Capital Five-Year Work Program Forecast (Detail)

Capital Projects Funds - Local Capital Improvement Funds - Consolidated

	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>	<u>2028-2029</u>
<u>Sources - revenues</u>					
Local sources:					
Ad valorem property taxes	\$ 99,170,467	\$ 94,018,320	\$ 97,250,400	\$ 102,439,152	\$ 106,686,288
Investment income	80,000	70,000	60,000	50,000	40,000
<u>Total local sources</u>	99,250,467	94,088,320	97,310,400	102,489,152	106,726,288
<u>Total sources</u>	99,250,467	94,088,320	97,310,400	102,489,152	106,726,288
<u>Uses - expenditures</u>					
<u>New Construction</u>					
Central Warehouse	-	-	2,500,000	15,000,000	-
Enterprise Elm - K-8 Replacement School	3,000,000	-	-	-	-
Hinson Mid - Classroom Addition	-	-	-	750,000	10,000,000
Indian River Elm - Classroom Addition	-	-	-	-	400,000
Manatee Cove Elm - 11 Classroom Addition	550,000	-	500,000	-	-
Pathways Elm - 11 Classroom Addition	550,000	-	500,000	-	-
Pine Ridge HS - 14 Classroom Addition	700,000	-	500,000	-	-
Port Orange Elm - Renovations	-	-	750,000	8,500,000	10,000,000
Read Pattillo Elm - K-8 Replacement School	750,000	-	2,000,000	-	-
Southwestern Mid - Renovate Kitchen and Multipurpose	6,000,000	-	-	-	-
Spruce Creek Elm - Campuswide HVAC and Lighting	-	-	1,200,000	-	-
Volusia Pines Elm - Classroom Addition	-	-	-	-	600,000
<u>Total New Construction</u>	11,550,000	-	7,950,000	24,250,000	21,000,000

Update to the Capital Improvements Schedule

Table E **School Improvements** **Capital Improvements Schedule**

Based upon Volusia County Schools, Annual Operating Budget

<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

Projects at Existing Schools and Facilities

Atlantic HS - Press Box and Restroom Buildings	1,383,000	-	-	-	-
Atlantic HS - Renovate Group Restrooms Campus Wide	2,160,000	-	-	-	-
Blue Lake Elm - Renovate Basketball Courts	318,324	-	-	-	-
Brewster Center - Replace Emergency Generator	601,200	-	-	-	-
Brewster Center - Repair Floor Joists	-	117,600	-	-	-
Campbell Mid - Replace Emergency Generator	-	597,600	-	-	-
Creekside Mid - Replace Stage Lighting and Sound System	-	-	900,000	-	-
DeLand Administrative Complex - Upgrade Data Center Ba	250,000	-	-	-	-
Deltona HS - Upgrade Stage Lighting	900,000	-	-	-	-
Deltona HS - Foundation Repairs Bldg. 2	3,000,000	-	-	-	-
DeLand Mid - School Envelope Improvement	-	3,900,000	-	-	-
Edgewater Public Elm - Renovate Media Center	360,000	-	-	-	-
Edgewater Public Elm - Upgrade Parking Lot and Bus Loop	-	-	400,000	-	-
Edgewater Public Elm - Replace Stage Lighting and Sound S	-	600,000	-	-	-
Forest Lake Elm - Parent Loop Extension	1,000,000	-	-	-	-
Freedom Elm - Replace DOAS Bldgs. 3 and 4	1,300,000	-	-	-	-
Freedom Elm - Replace Stage Lighting and Sound System	-	600,000	-	-	-
Freedom Elm - Replace DOAS Bldgs. 1 and 2	-	1,400,000	-	-	-
Heritage Mid - New Marquee	-	216,000	-	-	-
Hinson Mid - Upgrade HVAC and Lighting Bldg. 7	-	1,800,000	-	-	-
Mainland HS - Stormwater Upgrades	1,500,000	-	-	-	-
Mainland HS - Upgrade Site Lighting	-	-	900,000	-	-
Mainland HS - Renovate Cafeteria	-	2,640,000	-	-	-
New Smyrna Transportation - Vehicle Lift Foundation	111,840	-	-	-	-
New Smyrna Beach HS - Upgrade BAS Bldgs. 1-4	-	1,488,044	-	-	-
New Smyrna Beach Mid - Replace Millwork Campus Wide	-	-	1,500,000	-	-
Osceola Elm - Reroof Bldgs. 4 and 9	94,000	-	-	-	-
Osceola Elm - Renovation for Riverview Move	-	3,426,000	-	-	-
Osteen Elm - Replace Gutters and Downspouts	556,390	-	-	-	-
Parking Lot Lease - City of DeLand	28,665	28,665	28,665	28,665	28,665

Update to the Capital Improvements Schedule

Table E
School Improvements
Capital Improvements Schedule

Based upon Volusia County Schools, Annual Operating Budget

<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Pathways Elm - Upgrade Parking Lot Lighting	-	-	258,000	-	-
Pine Ridge HS - Repair Wall Flashings Bldg. 8	319,200	-	-	-	-
Portables - Moves and Compliance	900,000	400,000	400,000	400,000	400,000
R.J. Longstreet Elm - Upgrade Parking Lot and Canopy Light	-	200,000	-	-	-
River Springs Mid - Replace Gutters and Downspouts	648,000	-	-	-	-
Seabreeze HS - New Marquee	-	216,000	-	-	-
Seabreeze HS - Upgrade Parking Lot Lighting	-	546,000	-	-	-
Silver Sands Mid - Renovate Media Center	-	456,000	-	-	-
Silver Sands Mid - Replace Stage Lighting and Sound System	900,000	-	-	-	-
Silver Sands Mid - Replace Gymnasium Bleachers	-	400,000	-	-	-
South Daytona Elm - Upgrade Kitchen Flooring, Lighting and	-	354,000	-	-	-
Spruce Creek HS - Auditorium Seating and Flooring	-	1,290,000	-	-	-
University HS - New Marquee	102,000	-	-	-	-
University HS - Press Box	507,360	-	-	-	-
University HS - Upgrade Fire Booster Pump and Controls	534,000	-	-	-	-
Various - Minor Projects	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Various Schools - BDA	945,938	945,938	-	-	-
Various Schools - Playgrounds	300,000	300,000	300,000	300,000	300,000
Various Schools - Leased Portables	100,000	100,000	100,000	100,000	100,000
Total Projects at Existing Schools and Facilities	22,819,917	26,021,847	8,786,665	4,828,665	4,828,665
Facilities Management					
Contingency	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
Facilities Management	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Total Facilities Management	7,300,000	7,300,000	7,300,000	7,300,000	7,300,000
System Wide Equipment and Vehicles					
Furn, Fix, Equip, Veh	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
White Fleet	910,000	910,000	910,000	910,000	910,000
Total System Wide Equipment and Vehicles	2,110,000	2,110,000	2,110,000	2,110,000	2,110,000

Update to the Capital Improvements Schedule

Table E **School Improvements** **Capital Improvements Schedule**

Based upon Volusia County Schools, Annual Operating Budget

<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

Buses					
Bus and Safety	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Total Buses	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Charter School Disbursements					
Charter School Capital Outlay LCIF Disbursements	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
Total Charter School Disbursements	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
Roll Forward					
Prior Year Carryover Encumbrances	50,658,975	-	-	-	-
Prior Year Carryover Appropriations	31,769,478	-	-	-	-
Total roll forward	82,428,453	-	-	-	-
Total uses	129,832,497	39,335,039	30,674,973	43,831,743	40,839,197
Excess (deficiency) of revenues over expenditures	(30,582,030)	54,753,281	66,635,427	58,657,409	65,887,091
Other financ					
Transfers - General Fund	(31,681,710)	(33,015,595)	(34,416,175)	(35,886,784)	(37,430,924)
Transfers - Debt Service Funds	(21,317,043)	(23,546,350)	(23,549,950)	(23,553,850)	(23,551,300)
Total other financing uses	(52,998,753)	(56,561,945)	(57,966,125)	(59,440,634)	(60,982,224)
Net change in fund balances	(83,580,783)	(1,808,664)	8,669,302	(783,225)	4,904,867
Fund balances					
Beginning Balance	91,404,931	7,824,148	6,015,483	14,684,785	13,901,559
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Ending Balance	\$ 7,824,148	\$ 6,015,483	\$ 14,684,785	\$ 13,901,559	\$ 18,806,427

Update to the Capital Improvements Schedule

Table G
River to Sea Transportation Improvement Plan
Capital Improvements Schedule

<https://www.r2ctpo.org/planning-studies/transportation-improvement-program/>

#	Project Description/Area	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
1	4197721— I-95 N. Ormond Business Park Interchange	\$559,027	\$0	\$0	\$0	\$0	\$559,027
2	4197722-0 I095 Interchange at SR5 (US1)	\$7,155,188	\$0	\$0	\$3,350,000	\$0	\$10,505,188
3	4197723— I-95 Interchange at SR 5 (US1)	\$50,460,047	\$0	\$0	\$0	\$0	\$50,460,047
4	4289471— SR40 (Granada Blvd) from Breakaway Trail to Williamson Blvd	\$4,713,138	\$400,000	\$2,190,000	\$2,107,386	\$924,708	\$10,335,232
5	4471051— Resurfacing— SR40 from SR 40 to SR A1A	\$6,798,691	\$0	\$0	\$0	\$0	\$6,798,691
6	4409501— Thompson Creek Trail	\$0	\$0	\$0	\$686,302	\$0	\$686,302
Totals:		\$69,686,091	\$400,000	\$2,190,000	\$6,143,688	\$924,708	\$79,344,487

Table F
River to Sea Transportation Planning Organization Transportation Improvement Plan
Capital Improvements Schedule

<https://www.r2ctpo.org/planning-studies/transportation-improvement-program/>

#	Project Description/Area	<2025	2025	2026	2027	2028	FY 28-29
1	419772-1 – I-95 N. Ormond Business Park Interchange	\$559,027	\$0	\$0	\$0	\$0	\$559,027
2	428947-1- SR40 (Granada Blvd) from Breakaway Trail to Williamson Blvd	\$4,710,989	\$400,000	\$2,190,000	\$2,107,386	884,708	\$10,293,083
3	419772-2 - I-95 Interchange at SR5 (US1)	\$50,650,966	\$0	\$0	\$240,681,710	\$0	\$291,332,676
4	419772-3 – I-95 Interchange at SR 5 (US1)	\$6,409,678	\$200,000	\$0	\$0	\$0	\$6,609,678
5	453588-1 – I-95 Interchange at SR-40	\$0	\$3,529,500	\$0	\$0	\$0	\$3,529,500
6	448786-1 US-1 from Airport Road to Broadway Avenue	\$498,702	\$0	\$0	\$0	\$4,516,483	\$5,015,185
7	440950-1 – Thompson Creek Trail	\$0	\$0	\$686,302	\$0	\$0	\$686,302
Totals		\$12,178,396	\$4,129,500	\$2,190,000	\$242,789,096	\$5,401,191	\$318,025,451

Update to the Capital Improvements Schedule

Table H
General Capital Improvement Fund
Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
1	Police Station/EOC	General Fund Reserves	\$100,000	\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$51,000,00
		To Be Determined						
		Legislative Funding						
Totals:			\$100,000	\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$51,000,000
Transportation Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
General Fund Revenues			\$100,000	\$0	\$0	\$0	\$0	\$100,000
To Be Determined			\$0	\$1,450,000	\$24,000,000	\$24,000,000	\$0	\$49,450,000
Legislative Funding			\$0	\$1,450,000	\$0	\$0	\$0	\$1,450,000
Total			\$100,000	\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$51,000,000

Table G
General Capital Improvement Fund
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
1	Police Station/EOC	Bonds, Legislative Funding	\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$0	\$50,900,000
Total			\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$0	\$50,900,000
General Capital Improvement Fund Schedule								
Funding Source			FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Bonds			\$1,450,000	\$24,000,000	\$24,000,000	\$0	\$0	\$49,450,000
Legislative Funding			\$1,450,000	\$0	\$0	\$0	\$0	\$1,450,000
Total			\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$0	\$50,900,000

Planning Board minutes from January 9, 2025

ITEM:

PZ-2024-117

Comprehensive Plan Amendments
Capital Improvements Schedule Annual
Update

Recommended for Approval (6-0)

He referenced the pig BBQ sign, ice cream sign and the sign adds to the uniqueness. Mr. Scudiero concluded that he is not worried about the extra foot in height.

Vice Chair Shull concurred with Mr. Galloway and thanked Mr. Jones for the job downtown. She expounded on her family being on the west coast, where she frequents Safety Harbor and Dunedin, “cool-kitsch-funky” downtown popular areas, and understands that is the goal for the downtown area in Ormond Beach. Ms. Shull added that she understands the point of art being in the sign, and it not just being *a sign*. She concluded that she supports it but would not want the sign lit all night.

Vice Chair Shull opened the hearing up for any public comments or questions and opened it back up to the Board, entertaining a motion.

Mr. Galloway motioned to approve PZ-2024-110-67 West Granada Boulevard, Signage Special Exception Redevelopment Plan. Mr. Gentry seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2024-117 – Capital Improvements Schedule, Capital Improvements Element

Mr. Steven Spraker, Planning Director, explained the administrative amendment to update the Capital Improvements Schedule of the Capital Improvements Element of the City of Ormond Beach Comprehensive Plan consistent with the adopted Capital Improvement Plan, that is in accordance with state law. The update does not include any text changes to the goals, objectives and policies of the Capital Improvements Element, and only changes the tables. Mr. Spraker continued that the reason that it is being done now is to marry them with the Comprehensive Plan update. They will be in place when the Board acts upon them in March 2025.

Board Questions

There was further discussion about the binders of material presented and the process and it was advised that it is for discussion now and in February. Based on changes from the community engagement meeting, the City Commission workshop and the Planning Board meeting, revisions will be brought to the Planning Board in March for action. It will then be brought to City Commission in April 2025.

Mr. Railsback asked if any projects were eliminated from the Capital Improvements Schedule. He referenced changes he saw in Leisure Services. Mr. Spraker referenced the strike-through areas as projects that have either been deleted or changed and replied that some projects were completed and were taken out, such as in utilities, and some were moved out due to costs. The Capital Improvement Element also pulls information from roadway projects, such as U.S. Highway 1 from Airport Road to Broadway, and Interstate 95 is included. West Granada from Breakaway Trails to Williamson Boulevard is also in the capital projects.

There was further discussion about the budget process and it was said that the budget starts in April, a workshop in June, and adoption in September. It was explained that the items that are capital, when over \$25,000 and are non-recurring, are put into the schedule. Mr. Spraker stated that applicable information was pulled from the Volusia County School Board and the Transportation Planning Organization. The link

between the Comprehensive Plan with the budget process was explained how it allows the charge for impact fees and other capital improvement items.

Vice Chair Shull entertained a motion.

Mr. Railsback motioned to approve PZ-2024-117 – Capital Improvements Schedule, Capital Improvements Element. Mr. Scudiero seconded it. Vote was called, and the motion was approved (6-0).

IX. PUBLIC COMMENTS

None.

X. OTHER BUSINESS

None.

XI. MEMBER COMMENTS

Mr. Galloway referenced the petition included with last month's meeting minutes and questioned the validity of it and that there were 74 names associated with the petition that were not local. He added that some come from the areas of Winter Garden, Boston, Berkley, Chicago, New York, Longmont, Minneapolis, Jacksonville, Gig Harbor, Minnesota, Charleston, and Philadelphia. Mr. Galloway brought it to the Boards attention that there are no-growth groups out there that use national companies to gain signatures on petitions to increase petition numbers. Mr. Spraker responded that it was referenced by a speaker at the hearing and handed to staff. Per policy, staff takes the items, information and pictures given, and includes them in the minutes. It is uncertain who or what the source is.

Attorney Hayes stated that there is no legal significance to the petition.

Mr. Gentry spoke to Mr. Galloway's point and stated that residency in the city is not required for petitions for the city to take action in a certain manner.

Attorney Hayes elaborated further on surveys and explained that only the City Commission can change the ordinance and it cannot be done by a petition. He continued that it does not constitute evidence for a boards decision and would have no import or factor. Attorney Hayes stated that each situation will be different and that it is giving it more credence than what it is worth, discussing it.

Mr. Gentry commented that he is happy to be part of the Board and looks forward to working with everybody.

Mr. Jorczak remarked that the city did a nice job with their lighting and decor for the holidays, giving kudos to the departments that assisted.

Mr. Railsback welcomed Mr. Gentry to the Planning Board.

Mr. Scudiero concurred.

Vice Chair Shull thanked the Board for their trust in her and welcomed Mr. Gentry. She complimented the staff responsible for the City Commission Chambers renovations, and also thanked the Planning Department staff.



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-12

AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an administrative request to update the Capital Improvements Schedule of the Capital Improvements Element of the City of Ormond Beach Comprehensive Plan to be consistent with the adopted Capital Improvement Plan in accordance with state law. This update does not include any text changes to the goals, objectives, and policies of the Capital Improvements Element.

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 update of the Capital Improvement Schedule in the Comprehensive Plan based upon adopted capital plans.

- 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 update of the Capital Improvement Schedule in the Comprehensive Plan based upon adopted capital plans. There are no charges or fees proposed.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is an ordinance regarding the update of the Capital Improvement Schedule in the Comprehensive Plan based upon adopted capital plans. There are no new fees proposed.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This is an ordinance regarding the update of the Capital Improvement Schedule in the Comprehensive Plan based upon adopted capital plans.

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

February 18, 2025 - City Commission

Number: 8.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2025-61
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	67 West Granada Boulevard, Special Exception Redevelopment Plan		
Summary:	This is an application from Wivigeco, LLC, for a Special Exception for building signage at 67 West Granada Boulevard. Sections 2-70(m) and 3-48(B) of the Land Development Code allow alternative business premise signage through a Special Exception Redevelopment Plan. The Special Exception seeks to allow an approximately 104-square-foot sign on the building. The subject property is located at 67 West Granada Boulevard, is zoned as B-4, Central Business, and is within the Downtown Overlay District. The project seeks to allow a sign that is 72" (6 feet) in height and 208" (17.33 feet) in length. The total square-footage proposed would be 104 square feet. Based on the linear frontage of the building unit at 67 West Granada Boulevard, the project would be allocated 24 square feet of building signage. The application was reviewed by the <u>Ormond MainStreet Board of Directors</u> on December 16, 2024, and recommended for approval. The <u>Planning Board</u> reviewed the application on January 9, 2025 and recommended approval (6-0). There were no individuals who spoke for or against the application.		
Financial Impact:	None		
Citizen Impact:	The Special Exception Redevelopment Plan is not expected to have impacts to citizens.		
Recommended Action (Staff,	The Planning Board recommended APPROVAL to the City Commission of the Special Exception Redevelopment Plan to allow an		

Advisory Board and/or Other):	approximately 104-square-foot sign on the building at 67 West Granada Boulevard.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-61 67 W Granada Blvd, Signage SE (P25-0010G) 2. 67 W Granada Blvd - Signage SE 3. Exhibit A Legal Description, 67 WGB SERP 4. Exhibit B, Signage, 67 WGB SERP 5. 01.09.2025, 67 West Granada Boulevard, SERP, PB Report 6. Draft Planning Board minutes, 67 WGB Signage SERP 7. Correspondence Received	
Approval:	Kelly McGuire, Finance Director	2/5/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	2/6/2025
	Joyce Shanahan, City Manager	2/12/2025

RESOLUTION NO. 2025-61

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING THE PROPOSED "ART SIGNAGE" TO BE LOCATED AT 67 WEST GRANADA BOULEVARD, WITHIN THE B-4 (CENTRAL BUSINESS) ZONING DISTRICT, WITHIN THE DOWNTOWN OVERLAY DISTRICT; APPROVING OF ALTERNATIVE BUILDING SIGNAGE TOTALING APPROXIMATELY 104 SQUARE FEET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Wivigeco, LLC, a Florida limited liability company, (the "Property Owner/Applicant"), has applied for the issuance of a Development Order for a Special Exception Redevelopment Plan to allow alternative building signage totaling 104± square feet to be located at 67 West Granada Boulevard, within the B-4 (Central Business) zoning district, 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 as a Special Exception Redevelopment Plan, and

WHEREAS, Section 3-47(A) of the *Land Development Code* allows alternative business premise signage (wall signage) through a Special Exception, and

WHEREAS, the application is consistent with the Downtown Master Plan Update approved by Resolution 2019-178, and

WHEREAS, the said application is in compliance with all applicable provisions of the City of Ormond Beach *Land Development Code* and the general laws of Florida, and

WHEREAS the Planning Board held a public hearing on January 9, 2025, 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,

WHEREAS, the City Commission has considered the following:

- (1) The report and recommendations of the Planning Board; and
- (2) The comments of governmental agencies, utility corporations and individuals, as received, and
- (3) The testimony provided at public hearings, and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

- (1) The proposed use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the B-4, Central Business, zoning district, or adversely affect the public health, safety, welfare or quality of life;
- (2) The proposed use is consistent with the *Comprehensive Plan*;
- (3) The proposed use will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;
- (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, as proposed;
- (7) The proposed use is functional in the use of space and aesthetically acceptable;
- (8) The proposed use provides for the safety of occupants and visitors; and
- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area;

now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated 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 to allow alternative building signage of 104± square feet to be located at 67 West Granada Boulevard, within the B-4 (Central Business) zoning district, on the real property described in the Special Exception Redevelopment Plan Development Order, a copy of which is attached hereto and incorporated by reference.

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

APPROVED AND AUTHENTICATED this 18th day of February, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Application of:** Wivigeco, LLC, a Florida limited liability company
 Application No. PZ-2024-110
 Project Name: “Art Signage”
 Property Address: 67 West Granada Boulevard
 Parcel ID No.: 4215-16-00-0051

**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 February 18, 2025, 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 use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the B-4, Central Business, zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed use is consistent with the *Comprehensive Plan*;
3. The proposed use will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed ;

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, as proposed ;

7. The proposed use is functional in the use of space and aesthetically acceptable;

8. The proposed use provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders

that:

A. The application of Wivigeco, LLC a Florida limited liability company, (the "Property Owner/Applicant"), for a Special Exception Redevelopment Plan to allow alternative building signage totaling 104± square feet to be located at 67 West Granada Boulevard, within the B-4 (Central Business) zoning district, on that real property described on Exhibit "A" attached hereto and incorporated by reference, is hereby granted.

1. All applicable provisions of the Ormond Beach *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 Development Order.

2. A sign permit shall be required for the proposed alternative building signage.

B. The alternative business premise signage (building signage) shall be consistent with all of the conditions listed in Paragraph A hereof, and the sign plan displayed in Exhibit "B" attached hereto shall be amended as necessary in order to achieve such consistency. Nothing within this Special Exception Redevelopment Plan Development Order shall prevent additional building signage in conformance with the regulations of the *Land Development Code*.

C. No material change shall be made to the final plans for this Special Exception Redevelopment Plan Development Order 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 Development Order.

D. In the event a Neighborhood Improvement Officer subsequently determines there to be any violation of this Special Exception Redevelopment Plan Development Order, such Officer shall promptly present such determination to Special Magistrate for hearing.

E. If this Special Exception Redevelopment Plan Development Order is abandoned for a period of six (6) months, a zoning approval for alternative business premise signage, 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.

F. In the event a signage permit has not been issued within twenty-four (24) months, which date shall be February 18, 2027, then this Special Exception Redevelopment Plan Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3), of the *Land Development Code*. If a signage permit is issued on or before February 18, 2027, the project shall be vested.

G. This Special Exception Redevelopment Plan Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of Wivigeco, LLC, a Florida limited liability company, and shall be binding upon Wivigeco, LLC, 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.: 4215-16-00-0051)

ORDERED this 18th day of February, 2025.

By: _____
JASON LESLIE
Mayor

(CITY SEAL)

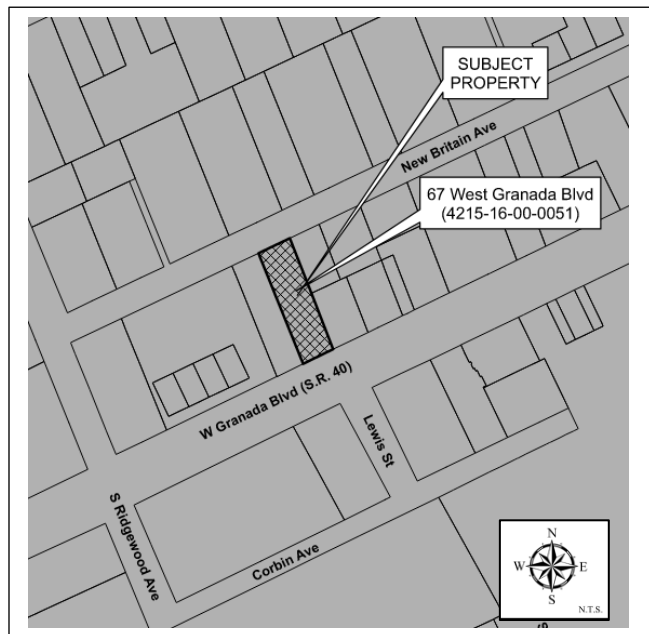
Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

LEGAL DESCRIPTION (from Warranty Deed, Book 7192, Page 727)

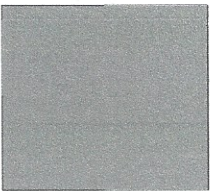
The Easterly ½ of Lot 5 and the Easterly 5.4 feet of the Westerly ½ of Lot 5, PENFIELD BLOCK, a subdivision in Ormond, according to plat thereof as recorded in Map Book 1, Page 78, of the Public Records of Volusia County, Florida.

LOCATION MAP

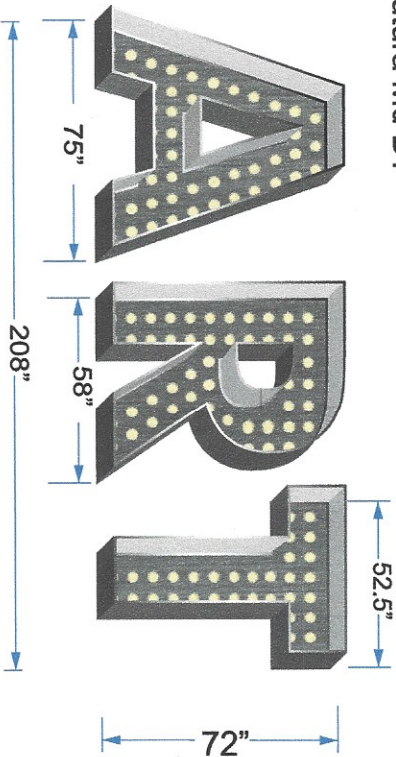


PARCEL ID:	4215-16-00-0051
OWNER:	WIVIGECO, LLC, A FLORIDA LIMITED LIABILITY COMPANY
APPLICANT:	WIVIGECO, LLC, A FLORIDA LIMITED LIABILITY COMPANY
APPLICATION ADDRESS:	67 WEST GRANADA BOULEVARD, ORMOND BEACH, FLORIDA

LightBulbs TBD
 (3500K Color)
 * Letters & Returns to be
 aluminum with matte clear



Font: Futura Md BT



* Letter depth TBD



Daytona Office:
 1838 Mason Ave.
 Daytona Beach, FL 32117
 386-238-1711
 Web: www.slslightingsolutions.com

SOUTHEASTERN LIGHTING SOLUTIONS, INC. is a leading provider of outdoor lighting solutions to commercial and residential customers. We specialize in the design, manufacture, and installation of custom outdoor lighting systems. Our products are made in the USA and are designed to last. We have a proven track record of providing high-quality lighting solutions to our customers. We are committed to providing the best service and value to our customers. We are proud to be a part of the Southeastern Lighting Solutions team.

DRAWING NUMBER	REVISIONS	DATE
00		08/09/2024

CUSTOMER: **ART**

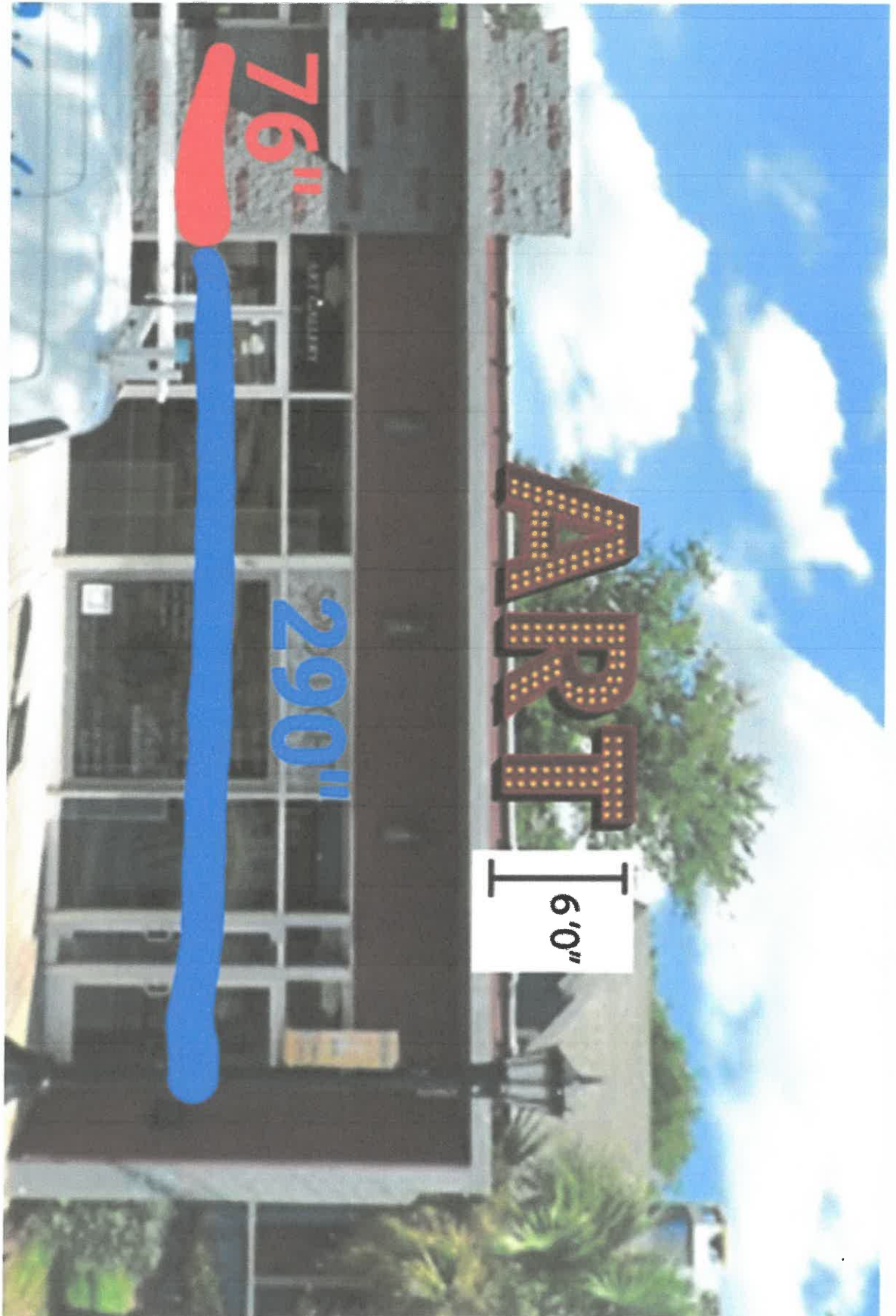
LOCATION ADDRESS:
 67 W Granada Blvd.
 Ormond Beach, FL 32174

PROJECT INFORMATION:
 3- 6" Marquee Letters
 3500k color bulbs
 Matte Aluminum Finish
 Font: Futura Md BT

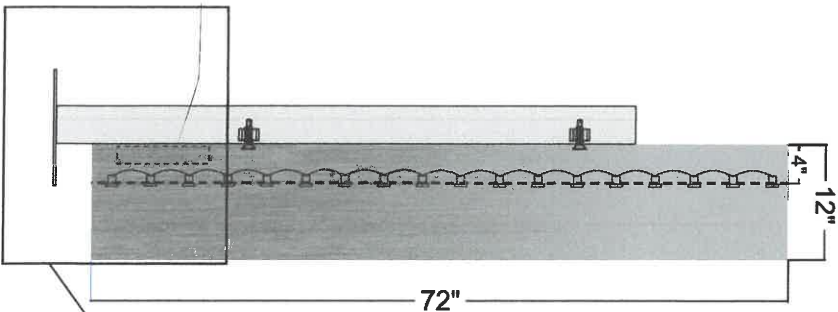


50% DEPOSIT REQUIRED ON MANUFACTURING JOBS
 WITH BALANCE UPON COMPLETION

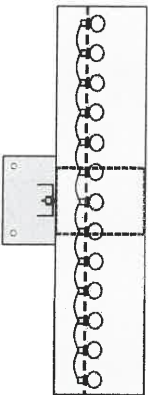
DRAWING: N.T.S.



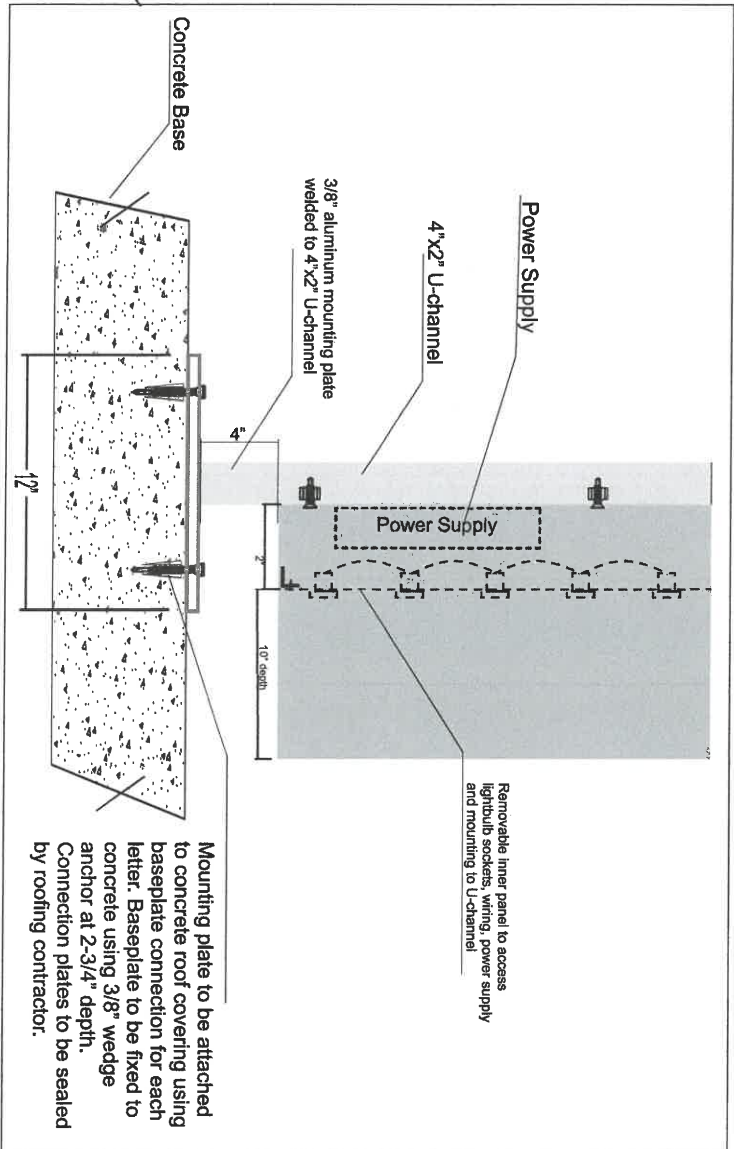
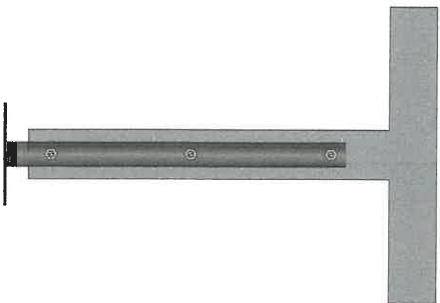
Side View



Top View



Rear View



Daytona Oce:
1838 Mason Ave.
Daytona Beach, FL 32117
386-238-1711
Web: www.sellinglightingsolutions.com

THIS IS AN ORIGINAL DOCUMENT CREATED FOR THE EXCLUSIVE USE OF THE CUSTOMER AND IT IS FOR THE SOLE USE OF THE CUSTOMER AND COMMUNICATED BY THE CUSTOMER TO THE PROJECT PROPERTY LISTED IN THE DESCRIPTION. IT IS NOT TO BE SHARED, COPIED, USED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF SELLING LIGHTING SOLUTIONS. THE CUSTOMER AND SELLING LIGHTING SOLUTIONS.

DRAWING NUMBER: REVISIONS: DATE: 9-16-2024

CUSTOMER: ART

LOCATION ADDRESS:

67 W Granada Blvd.
Ormond Beach, FL 32174

PROJECT INFORMATION:

3-6" Marquee Letters
3500k color bulbs
Matte Aluminum Finish

Font: Futura Md BT

Mounting:
Each letter to have 3/8" baseplate fixed to concrete using 4(four) 3/8" wedge anchor at 2-3/4" depth per plate.



50% DEPOSIT REQUIRED ON MANUFACTURING JOBS WITH BALANCE UPON COMPLETION

DRAWING: N.T.S.

PAGE: 2 OF 2



PLANNING BOARD STAFF REPORT

**67 West Granada Boulevard, Special Exception
Redevelopment Plan
Project Number: PZ-2024-110**

PLANNING BOARD DATE:	January 9, 2025
TENTATIVE CITY COMMISSION DATE:	February 18, 2025 (only one hearing)
APPLICANT:	Wivigeco, LLC
LOCATION:	67 West Granada Boulevard
REQUEST:	Special Exception Redevelopment Plan, Signage
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
PICTURE OF BUILDING:	

SECTION 1, INTRODUCTION: This is an application from Wivigeco, LLC, for a Special Exception for building signage at 67 West Granada Boulevard. Sections 2-70(m) and 3-48(B) of the Land Development Code allow alternative business premise signage through a Special Exception Redevelopment Plan. The Special Exception seeks to allow an approximately 104-square-foot sign on the building. The subject property is located at 67 West Granada Boulevard, is zoned as B-4, Central Business, and is within the Downtown Overlay District.

SECTION 2, BACKGROUND: The property at 67 West Granada Boulevard is approximately 51 feet in lot width and 181 feet in lot depth. The building is located to the property line and extends north approximately 80 feet with parking located on the rear of the parcel. The lot is a through lot with access from New Britain Avenue. The subject property is located in the Downtown Overlay District and is within the Downtown District as defined in the Downtown Master Plan. Exhibit 1 provides an aerial of the property at 67 West Granada Boulevard:

EXHIBIT 1: Site Aerial of 67 West Granada Boulevard



The building facade at 67 West Granada Boulevard is located at the property line with walls that protrude in front of the building façade by two to three feet. The location of the walls in relation to the building façade create an issue with building signage that is visible and not blocked by the exterior walls. The applicant has redeveloped a number of properties within the Downtown Overlay District. Through these redevelopment efforts, the applicant and city staff, has discovered that the Land Development Code was

designed for development and redevelopment in a suburban environment and not within a Downtown area. There have been Land Development Code amendments and master plans designed to acknowledge the non-conforming lots within the Downtown Overlay District. A key aspect of redevelopment within the Downtown Overlay District is the Redevelopment Plan with Section 2-70(m) of the Land Development Code that 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.

On December 3, 2024, the City Commission approved murals on the building at 67 West Granada Boulevard with Resolution 2024-216. Exhibit 2 displays the murals approved for the building:

Exhibit 2: 67 West Granada Boulevard, Approved Murals



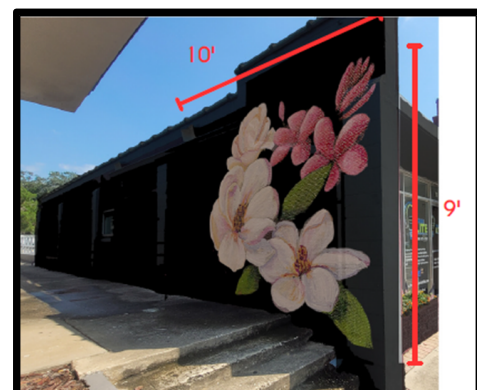
South Façade



North Façade



East Façade



West Façade

SECTION 3, PROJECT DESCRIPTION: The applicant has provided a submittal package included in ATTACHMENT 4. The summary letter states,

“In keeping with the City’s Master Arts Plan for the downtown which includes art in public places, such as murals, sculptures, etc., Wivigeco is bringing forth this request to allow this metal, lighted sculpture, “ART”. This sculpture or sign will be a unique addition to the Downtown and will further the public-private Art in public places that the City is promoting and encouraging. It will add to the visual interest in the Downtown and as an introduction in to the Arts District further creating a sense of place and encouraging creativity.”

The project seeks to allow a sign that is 72” (6 feet) in height and 208” (17.33 feet) in length. The total square-footage proposed would be 104 square feet. Based on the linear frontage of the building unit at 67 West Granada Boulevard, the project would be allocated 24 square feet of building signage. The sign proposes light bulbs as the illumination source with a clear cover in order to see the light bulbs. The application seeks an improvement that can be labeled as a sign and public art. A sign would require a Special Exception Redevelopment Plan, reviewed by the Planning Board and final action by the City Commission. Public Art would require review by the Ormond Beach Arts District Board and final action by the City Commission. Planning staff has determined that the application is a sign based upon that business at 67 West Granada Boulevard, Art Spotlight, being related to art.

The application was reviewed by the Ormond MainStreet Board of Directors on December 16, 2024, and recommended for approval (see ATTACHMENT 2). The Board of Directors discussed the attributes of the sign, including the requested 104 square feet versus 24 square feet. There was also discussion regarding the lighting source of the sign being light bulbs. The Board believed that this is an appropriate sign within the Downtown area, and will help foster creativity and bring attention to the arts within our community.

SECTION 4, ANALYSIS: The subject property is designated as “General Commercial” on the City’s Future Land Use Map (FLUM), and is classified as B-4, Central Business on the City’s Official Zoning Map (See ATTACHMENT 1). The following table shows the surrounding land uses and zoning:

EXHIBIT 3: Adjacent Land Uses and Zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Single-Family House (non-conforming)	“Residential, Office, Retail”	B-1, Professional Office/Hospital
South	Commercial	“General Commercial”	B-4, Central Business
East	Commercial	“General Commercial”	B-4, Central Business
West	Commercial	“General Commercial”	B-4, Central Business

Two sections of the Land Development Code would apply to the application: (1) Section 2-70(m) – Redevelopment Plan and 3-48(B) of the Land Development Code – Business Identification Signage. Both Sections of the Land Development Code allow standards other than what the Land Development Code standards allow through a Special Exception public hearing process. These sections have been utilized for the following Special Exceptions:

EXHIBIT 4: Signage Related Special Exceptions

Address	Use	Resolution	Signage Approved
48 West Granada Boulevard	Ormond Garage	2019-133	14 signs totaling 245.98 square feet
100 West Granada Boulevard	Neighborhood Scoop	2022-62	Alternative business signage – one sign, 25 square feet
124 West Granada Boulevard	Pumphouse BBQ	2022-63	Alternative business signage – one sign, 30.33 square feet
78 East Granada Boulevard	Ormond Museum	2022-93	Six signs, totaling 230 square feet
14 South Yonge Street	SunBros	In Process	Two signs, totaling 41.3 square feet

Each Special Exception is required to be reviewed individually based upon the project submittal. In staff's review, the concerns included:

1. Proposed sign square-footage;
2. Visible illumination source of light bulbs;
3. Type of signage;
4. Use of signage to advertise business versus labeling the improvement as public art; and
5. The potential of these type of signs being replicated on other similar buildings.

Previous Special Exceptions have allowed differing signage types based on existing building types and increases of square-footage and quantity of signage. The primary concern in the staff review is the size of the proposed sign in relationship to the building width and the potential that other flat roof buildings would seek to utilize this type of signage.

The 2019 Downtown Master Plan provided themes for development and redevelopment within the Downtown Overlay District. Themes that are applicable to this application include a Sense of Place and Appearance, and Arts & Culture. The 2019 Downtown Master Plan does not directly discuss building signage, but signage improvements are a key aspect of the appearance of a redevelopment area.

SECTION 5, 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 parking requirements and the Special Exception is for the proposed signage only.

- 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 through a public hearing process. No site improvements are associated with the application.

- 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.***

The Downtown Overlay District is recognized to have a number of limiting constraints and the Special Exception Redevelopment Plan was created. The purpose of this process was to act similar to a planned development and allow property owners to bring forward redevelopment concepts through a public hearing process.

- D. *Hours of operation may be limited and the City may require additional information on structural design and site arrangement, to ensure the compatibility of the development with existing and proposed uses in the surrounding area.***

The requested Special Exception seeks to allow building signage and no impacts are expected to hours of operation.

- 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 application.

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.

There are no changes to the existing site lighting of the parking lot as part of the proposed project.

SECTION 6, 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 Land Development Code allows a redevelopment plan and alternative building signage based on the issuance of a Special Exception. The applicant has the ability to install a projecting sign as an allowed sign. The applicant has sought to blend the building signage and efforts to create public art within the signage proposal. An argument for the application is the proposed building signage is based upon the unique building design and the proposed redevelopment plan 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. An argument against the building signage is that there is no justification for the increase signage square-footage and this approval opens the potential for other flat roof buildings to seek similar signage.

2. The proposed development is consistent with the comprehensive plan.

The site has a Future Land Use designation of “General Commercial”, which is consistent with the proposed use. The Special Exception building signage plan is consistent with the Comprehensive Plan and the 2019 Downtown Master Plan Update.

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 will not adversely impact environmentally sensitive lands or natural resources.

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.

Signage is an important standard in creating a sense of place and the aesthetics of a community. One viewpoint is the type and size of sign proposed is not consistent with the existing development patterns for signage within Ormond Beach and the

Downtown Overlay District. Another viewpoint is that differing signage can create a unique sense of place, with signs such as the Pumphouse BBQ pig sign, the Neighborhood Scoop sign, or the butterfly signage at the Ormond Art Museum. As stated in previous public hearings, the property owner has performed a number of redevelopments that have positively shaped the image of the Downtown Overlay District. Staff concludes that the Special Exception 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.

- 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 for building signage would not impact traffic patterns or adjacent roadways.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

The Special Exception for building signage is aesthetically acceptable and functional.

- 8. The proposed development provides for the safety of occupants and visitors.**

The Special Exception for building signage would not impact the safe movement on the site for occupants and visitors.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

The Special Exception for building signage would not impact the neighborhood or impact the aesthetics.

- 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 7, RECOMMENDATION: It is expected that the application will be reviewed by the City Commission on February 18, 2025. It is recommended that the Planning Board **APPROVE** the application to allow an approximately 104-square-foot sign on the building at 67 West Granada Boulevard.

Attachments:

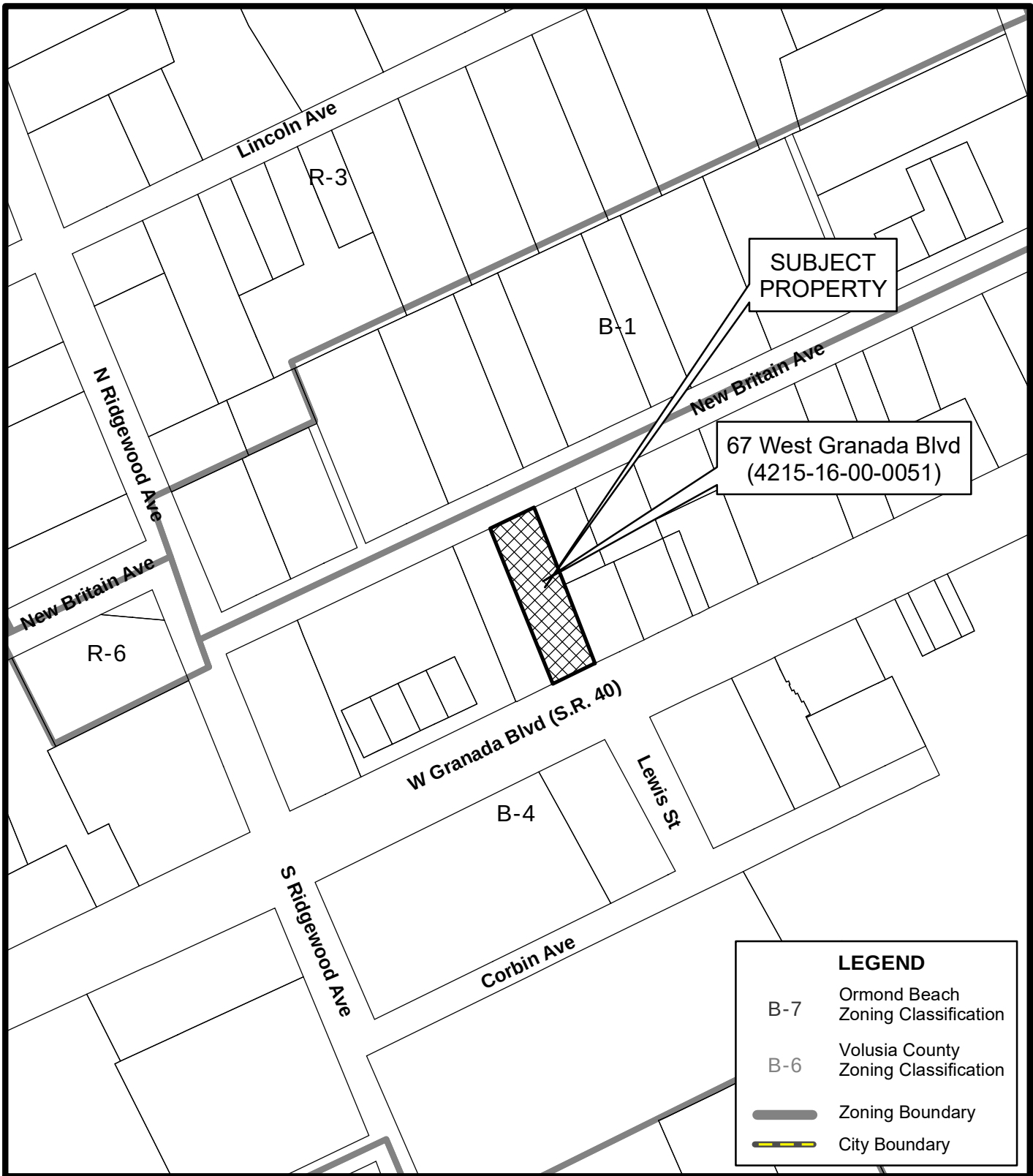
- Attachment 1: Site aerial, maps, pictures
- Attachment 2: Ormond MainStreet letter of support
- Attachment 3: Downtown Master Plan Excerpts
- Attachment 4: Applicant submitted information

ATTACHMENT 1

Project Aerial, Maps, and Pictures

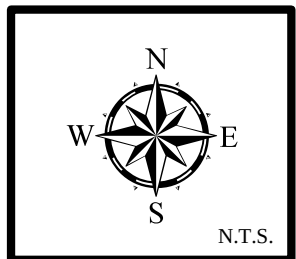
67 West Granada Boulevard

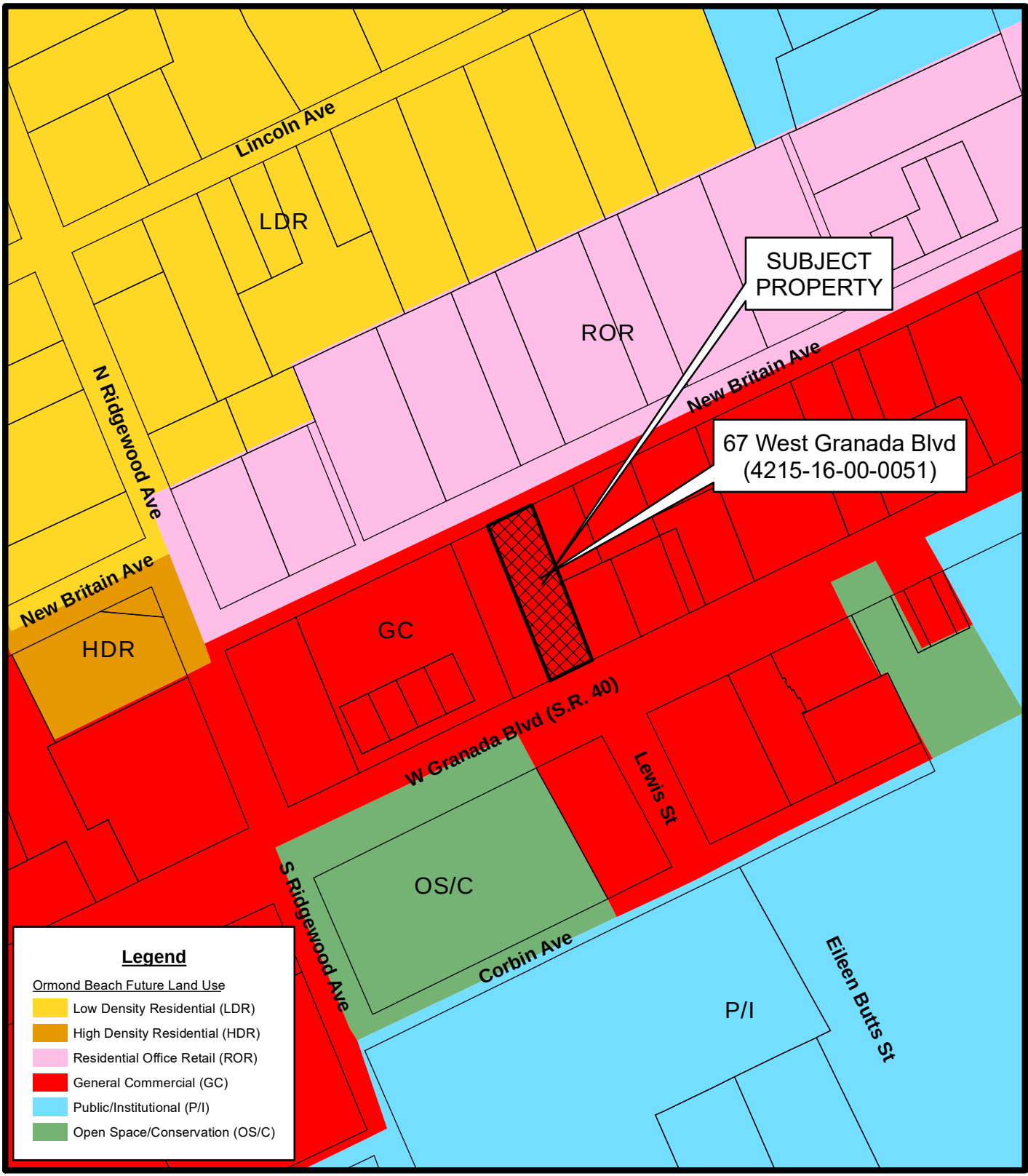




ZONING MAP
67 WEST GRANADA BLVD
(4215-16-00-0051)

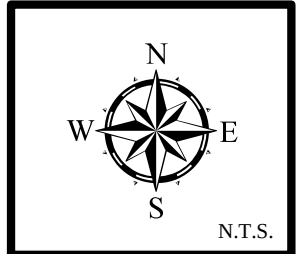
Prepared By: The City of Ormond Beach
 G.I.S. Department - September 30, 2024

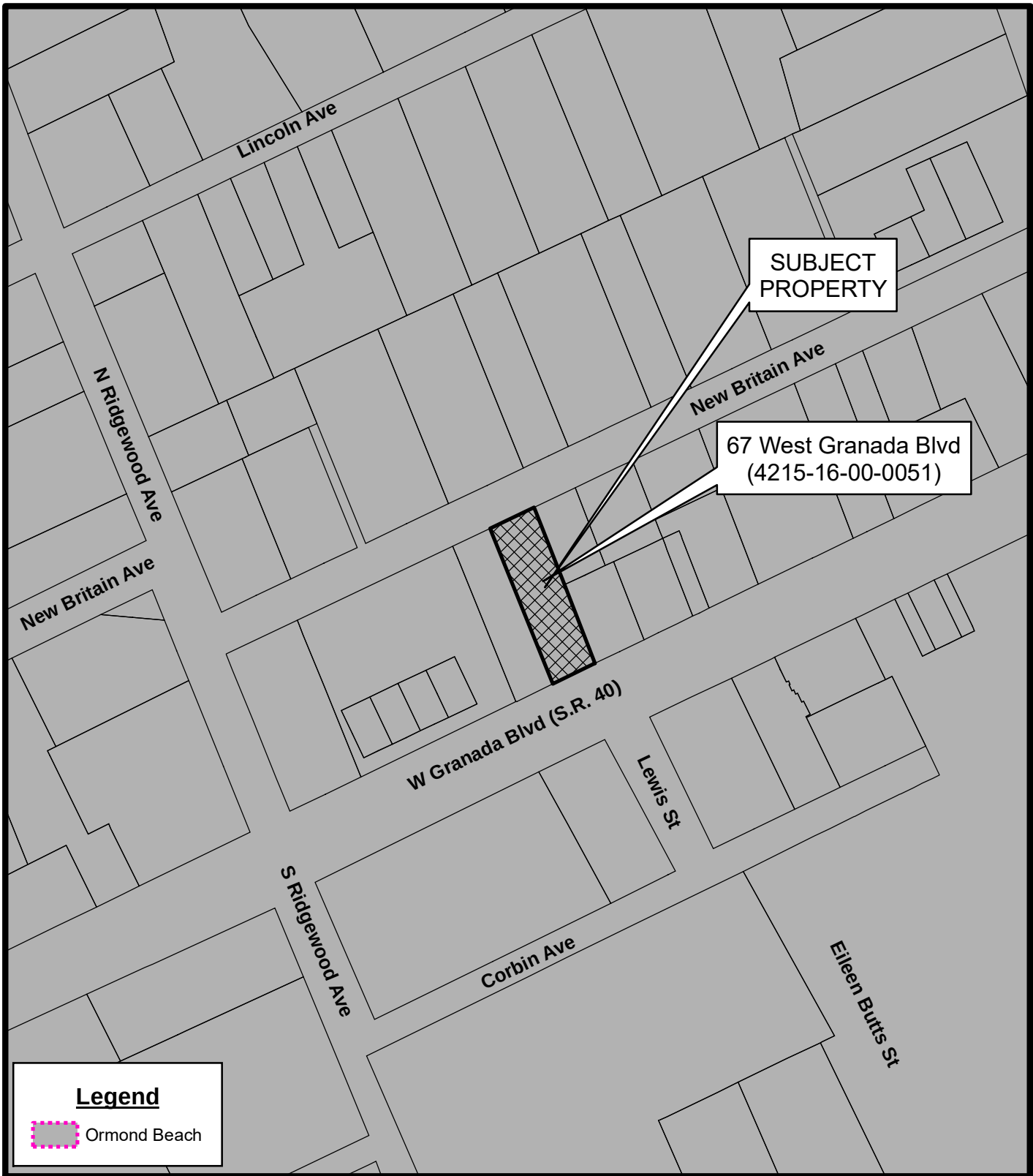




FUTURE LAND USE MAP
67 WEST GRANADA BLVD
(4215-16-00-0051)

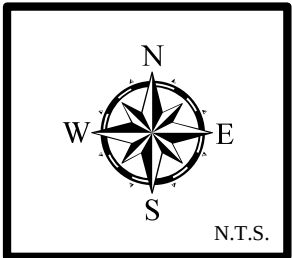
Prepared By: The City of Ormond Beach
G.I.S. Department - September 30, 2024





LOCATION MAP
67 WEST GRANADA BLVD
(4215-16-00-0051)

Prepared By: The City of Ormond Beach
G.I.S. Department - September 30, 2024



67 West Granada Boulevard



12/17/2024 08:30

67 West Granada Boulevard



12/17/2024 08:30



**Other potential buildings that
could accommodate similar
signage.**

73 West Granada Boulevard

9 West Granada Boulevard





**Other potential buildings that
could accommodate similar
signage.**

139-159 West Granada Boulevard



77 West Granada Boulevard



ATTACHMENT 2

Ormond MainStreet Letter

Ormond Beach MainStreet

P.O. Box 2917
Ormond Beach, FL 32175
Phone: (386) 492-2938

**Board of Directors
2024-2025**

Thomas Caffrey, President
Nancy Cortez, Vice President
Robin Faber, Secretary
Eric DeVriese, Treasurer
Bill Rice, Design Committee Chair
Brian McMullin, Economic Vitality Chair
Caryn Baker, Event Committee Chair

Dorian Burt
Robert Coleman
Thays Franca
Frank Ganz
Sherry Gailey
Billie Joe Kaler
Johnny Long
Thomas MacDonald
Bill Partington, II
Lisa Rademacher
Glenn Ritchey II
Ashlee Selman
Judith Stein

Ex Officio Members

Lori Tolland, Ormond Beach
City Commissioner
Steven Spraker, Planning Director
City of Ormond Beach
Debbie Cotton, President & CEO
Ormond Beach Chamber of Commerce

Community Partners

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

**Executive Director
Rebecca Parker**

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Ritchey Buick GMC
Seacoast Bank
Security First
S.R. Perrott**

December 17, 2024

Mr. Steven Spraker
Senior Planner
Planning Department
City of Ormond Beach
22 S. Beach St.
Ormond Beach, FL 32174

Re: Special Exception Application at 67 W. Granada Blvd.

City of Ormond Beach Planning Board & Commissioners,

On behalf of the Ormond Beach Main Street Board of Directors, I am writing to express our collective support for the special exception request for enhanced signage at 67 W. Granada Blvd., which you will find outlined in your packets.

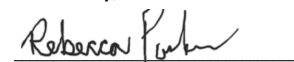
The proposed signage, with its prominent metal design, has sparked thoughtful discussion in both our December Design Committee Meeting, and subsequent Board of Directors Meeting. While the majority has been enthusiastic about a new and unique feature in the heart of our district, the group also discussed concerns regarding size, brightness, and potential impact on the surrounding area. It is clear that the applicant and experienced contractors have planned this project thoroughly, and have taken measures to ensure it is incorporated fittingly into the current look and feel of the area.

Ultimately, the majority of our board voted in favor of supporting the enhanced signage. We believe that its design aligns with our our mission to foster creativity and bring attention to the arts within our community. Moreover, the sign has the potential to enhance the vibrancy of the area, drawing residents and visitors to engage with Ormond Beach's thriving art scene.

As an organization dedicated to preserving and promoting the character and economic vitality of Historic Ormond Beach, we support initiatives that balance innovation with our community's unique charm.

Thank you for your thoughtful consideration of this matter. If we can provide additional information or assistance, please do not hesitate to reach out.

Sincerely,

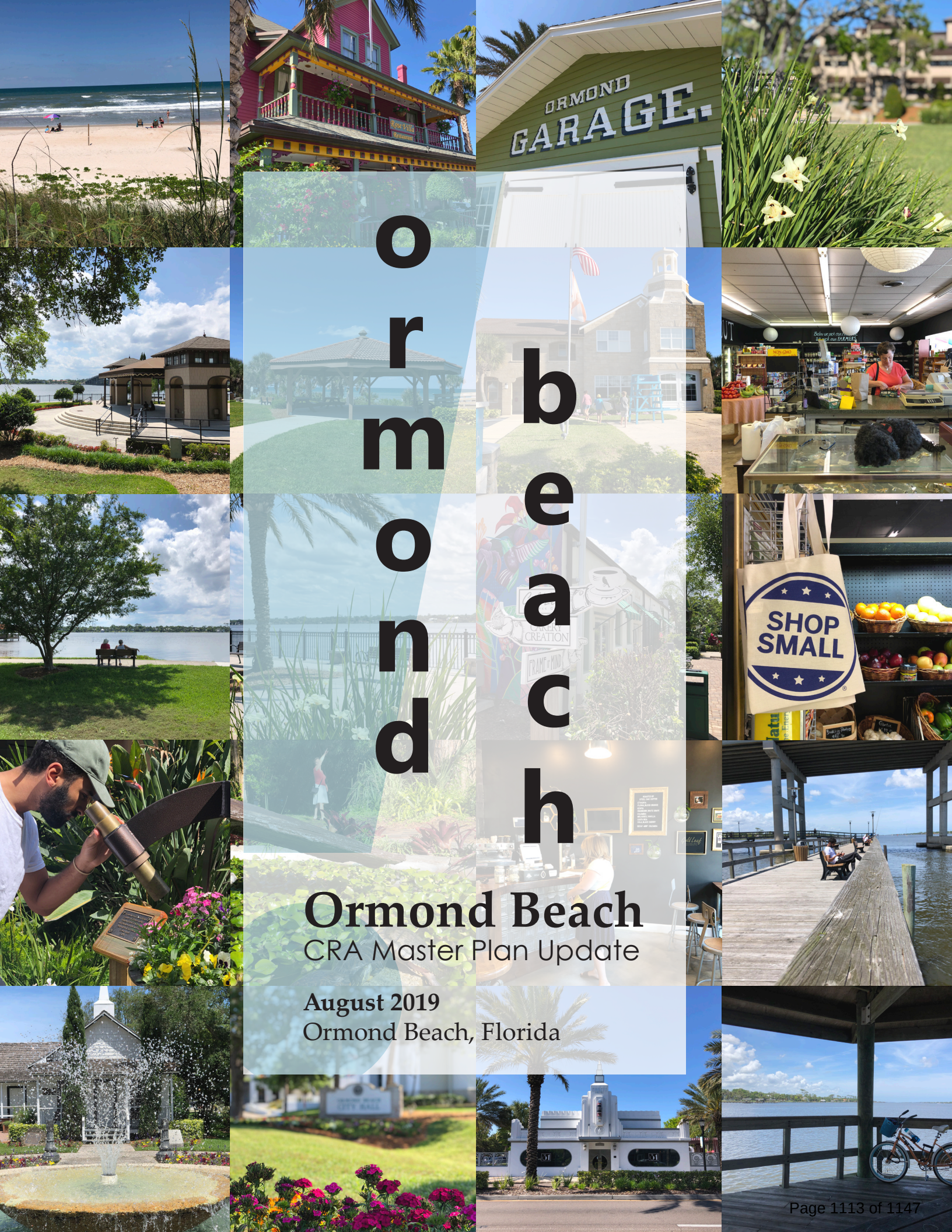


Rebecca Parker
Executive Director
Ormond Beach MainStreet, Inc.
Becky@ormondmainstreet.com



ATTACHMENT 3

Downtown Master Plan Excerpts



Ormond Beach

CRA Master Plan Update

August 2019
Ormond Beach, Florida



Sense of Place & Appearance

MISSION STATEMENT

Enjoy a physically beautiful environment of well detailed buildings, gateways, graphics and parks, landscaped parking areas and screened service areas that contribute to a true urban environment.

VIEWPOINT

The appearance of the Ormond Beach CRA has been enhanced significantly by landscaping to the Granada Blvd and the highly successful grant programs for private buildings. However, there is a strong desire to feature the parks and bridge as a unifying, iconic place, as well as continue with incremental beautification throughout the CRA.

TOP PRIORITIES

A strong desire to feature the bridge and the four corners parks both in terms of visual ‘views’ as well as experience.

- Brand the Bridge as a unifying place: feature lighting, clearly defined walking and biking facilities including the use of color and art
- Brand the Four Corners Parks, activities, open views / access to water, landscaping / amenities.
- Enhance Sidewalks, Pedestrian Features (crossings, landscape shade, materials)

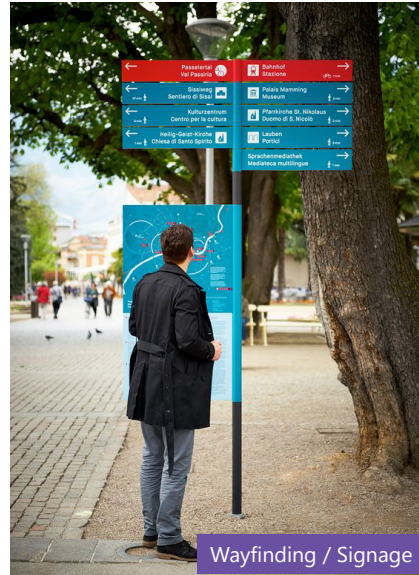
SECONDARY PRIORITIES

Continued work to bring color, art and beauty to places throughout the CRA, creating a general sense of beauty, as well as places to discover.

- Enhance wayfinding signage and graphics – remove ‘clutter’
- Food / Beverage opportunity on the water
- Underground utilities



Port of Miami Bridge, FL



Wayfinding / Signage



Durham, SC



Palm Beach, FL



Ormond Beach, FL



Movable Seating



Arts & Culture

MISSION STATEMENT

Utilize art, social events and cultural and historic assets to enhance the shared feeling of community

VIEWPOINT

The Ormond Beach CRA has historic and cultural resources in the form of buildings, history, environment and local art that can continue to be better celebrated. Through this initiative, Ormond Beach can leverage these resources toward specific tourism opportunities as well as enhanced quality of life.

TOP PRIORITIES

Identify, market and link the historic resources of Ormond Beach into an interpretive cultural tourism opportunity.

- Create a stronger Museum Row / branded experience
- Refurbishment of the MacDonald House as part of a cultural tour

SECONDARY PRIORITIES

Bring art, music and beauty to all aspects of the City, including new development and retrofitting older buildings and utilitarian structures.

- Murals and Public Art
- Live music
- Develop a community events center
- Repurpose the Church Site per the current community study



Mural Painting



Public Music



Mural



Public Art



Beach Cleanup Initiative



Standards & Regulations

MISSION STATEMENT

Create a regulatory and governmental structure that enables positive reinvestment with flexible understanding of “traditional” design standards and urban mixed use without proscriptive style limitations.

VIEWPOINT

There is some need to clarify the goals of the form-based code, and how it will be flexible to new development while achieving overall goals for community character, such as sidewalks and height/mass relationships.

TOP PRIORITIES

Refine the Form-Based Code while also looking for opportunities or incentives for adjacent parcels to collaborate on issues such as circulation and parking.

- Review / refine form-based code
- Create a sidewalk easement program
- Cross-Access and “Circulation Sharing”

SECONDARY PRIORITIES

The local retailers are largely small business entrepreneurs who conduct their business as they best see fit. However, there may be opportunities for the overall enhancement of retailing for all businesses through continued development of Main Street programs, including opportunities for coordination or more consistent practices.

- Develop a Main Street retailing program to encourage more consistent retailing practices



Movable Seating and Active Facade



Alleyway, Melbourne, Australia

ATTACHMENT 4

Applicant Submitted Information

Summary

This special exception application is brought by Wivigeco, LLC, owner of the property located at 67 West Granada Boulevard. Wivigeco, LLC, is a real estate corporation owned by Bill Jones.

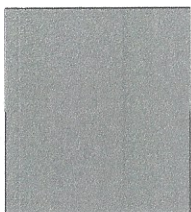
To enumerate all the improvements and projects Bill has brought forward to Ormond's downtown over the past 34 years I am sure is not necessary.

In keeping with the City's Master Arts Plan for the downtown which includes art in public places, such as murals, sculptures, etc., Wivegeco is bringing forth this request to allow this metal, lighted sculpture, "ART ". This sculpture or sign will be a unique addition to the Downtown and will further the public – private Art in public places that the City is promoting and encouraging. It will add to the visual interest in the Downtown and as an introduction in to the Arts District further creating a sense of place and encouraging creativity.

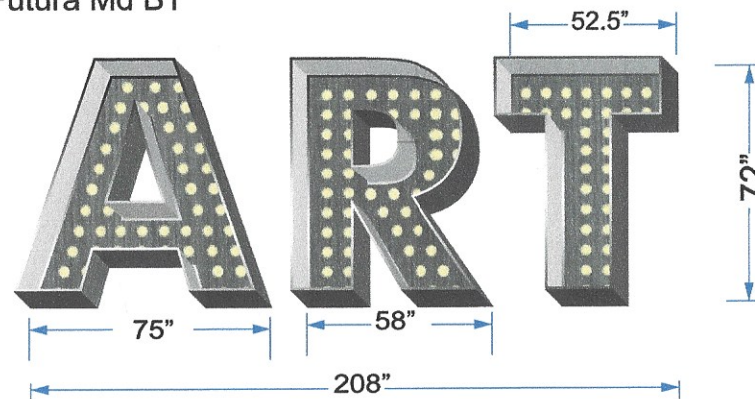
Respectfully submitted,

Dorian Burt
Agent for Wivigeco, LLC
gemdori@aol.com
386295-4610

LightBulbs TBD
(3500K Color)
*Letters & Returns to be
aluminum with matte clear



Font: Futura Md BT



*Letter depth TBD



Daytona Oce:
1838 Mason Ave.
Daytona Beach, FL 32117
386-238-1711

Web: www.slightingsolutions.com

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DRAWING NUMBER:	REVISIONS:	DATE:
	00	08/09/2024

CUSTOMER: **ART**

LOCATION ADDRESS:

67 W Granada Blvd.
Ormond Beach.FI 32174

PROJECT INFORMATION:

3- 6" Marquee Letters
3500k color bulbs
Matte Aluminum Finish

Font: Futura Md BT



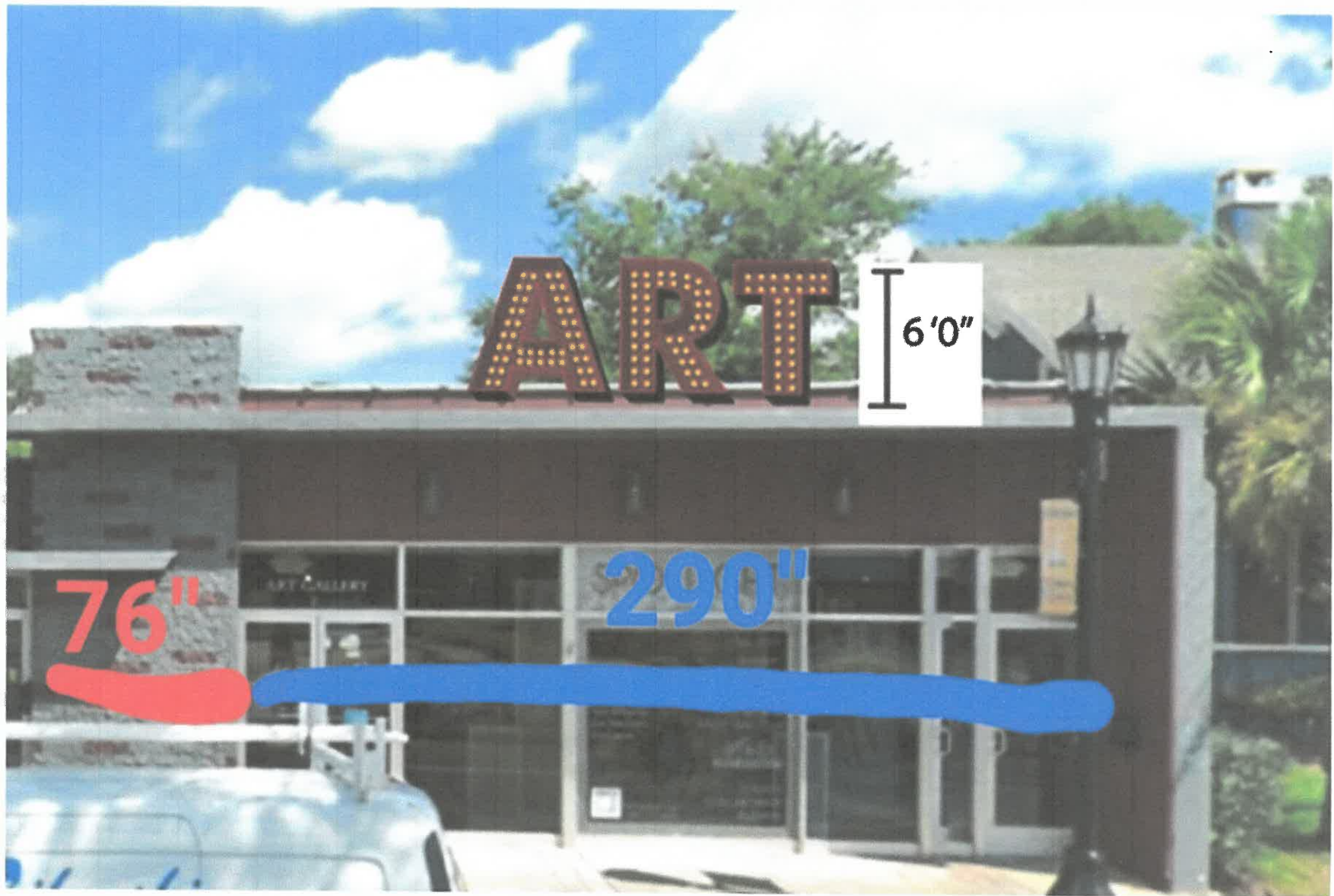
120-277V



50% DEPOSIT REQUIRED ON MANUFACTURING JOBS
WITH BALANCE UPON COMPLETION

DRAWING : N.T.S.

PAGE: 1 OF 1



Date: September 15, 2024

From: Southeastern Lighting Solutions/PEAK Engineering and Construction Consulting

Project: ART
67 West Granada Blvd.
Ormond Beach, FL 32174

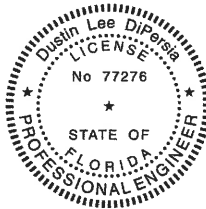
RE: Method of Attachment

To Whom It May Concern:

The channel letters will be connected to the concrete roof covering using a baseplate connection for each letter. The baseplate will be fixed to the concrete using 3/8" wedge anchors at 2-3/4" depth. Connection plates are to be sealed by a roofing contractor.

Please do not hesitate to contact Southeastern Lighting Solutions or PEAK Engineering with any questions, concerns, or clarifications.

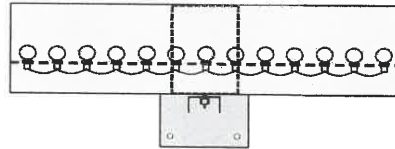
Respectfully,



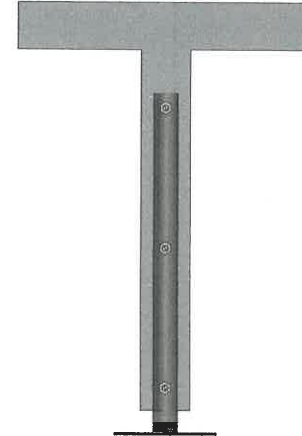
Digitally
signed by
Dustin L
DiPersia
Date:
2024.09.15
12:53:10
-04'00'

Dustin DiPersia, P.E.
PEAK Engineering and Construction Consulting
Cell #: (808) 264-7214

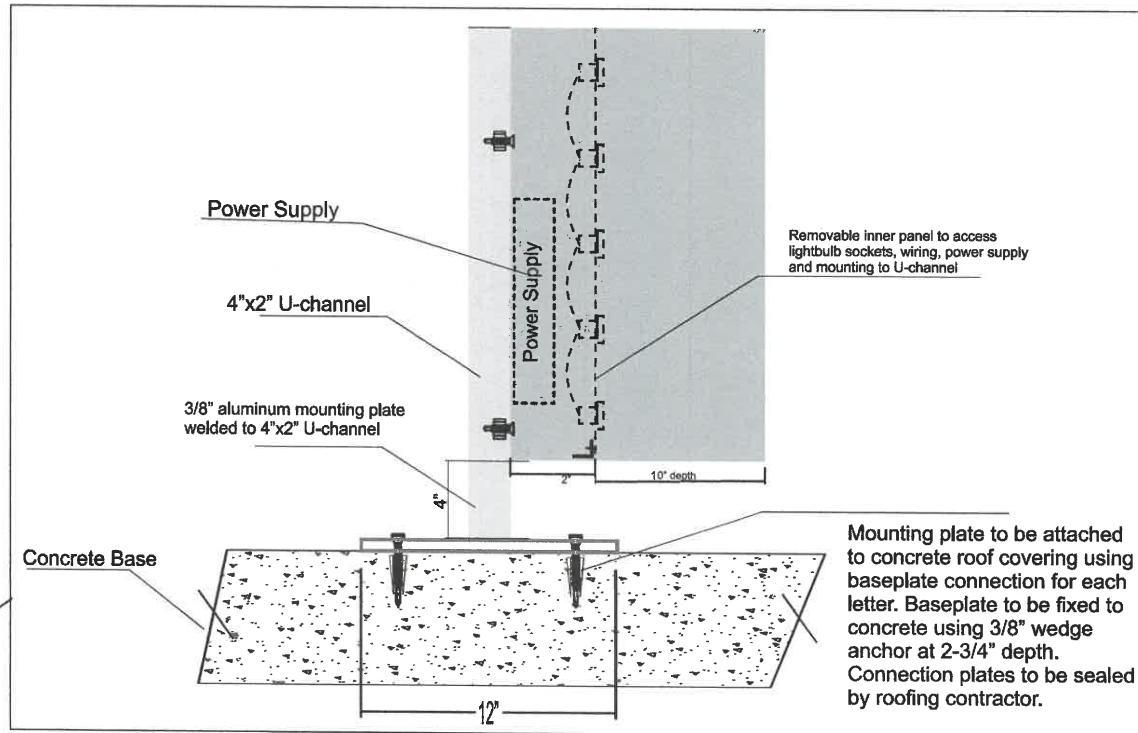
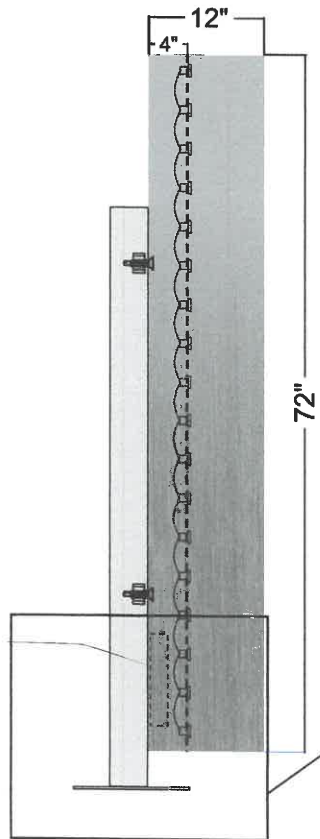
Top View



Rear View



Side View



Mounting plate to be attached to concrete roof covering using baseplate connection for each letter. Baseplate to be fixed to concrete using 3/8" wedge anchor at 2-3/4" depth. Connection plates to be sealed by roofing contractor.



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DRAWING NUMBER:	REVISIONS:	DATE:
		9-16-2024

CUSTOMER: **ART**

LOCATION ADDRESS:
**67 W Granada Blvd.
Ormond Beach, FL 32174**

PROJECT INFORMATION:
**3- 6" Marquee Letters
3500k color bulbs
Matte Aluminum Finish**

Font: Futura Md BT

Mounting:
Each letter to have 3/8" baseplate fixed to concrete using 4(four) 3/8" wedge anchor at 2-3/4" depth per plate.



50% DEPOSIT REQUIRED ON MANUFACTURING JOBS WITH BALANCE UPON COMPLETION

DRAWING: N.T.S.

PAGE: 2 OF 2

ADDITIONAL INFORMATION IN SUPPORT OF WIVIGECO'S APPLICATION
FOR A SPECIAL EXCEPTION AT 67 W. GRANADA BLVD.

Wivigeco, LLC, has submitted an application for a special exception on the property located at 67 West Granada Blvd., Ormond Beach.

In support of that application and in addition to the summary contained in the application documents attached you will please find a history of the "Marquee" sign and how it brings people into an area and helps give a sense of place as well as a destination.

While this application is for a "Sign" it is also a piece of structural art in keeping with the Arts Committee and the City's desire to promote public art.

Thank you for your time.

Dorian Burt
Agent for Wivigeco, LLC
386-295-4610



From Vintage Theater Signs to Modern Marvels: The History & Relevance of Marquees

Picture it now: You're walking down the sidewalk in a big city. As you approach a section of buildings, you notice a large sign overhead. It's a vintage theater, the name displayed proudly in vibrant lighting over the door: THE GRAND THEATER. It's lit with red and white bulbs, creating a picturesque display. It draws your attention, points the way, beckons you to enter.

With distinct illumination and customized coloration, marquee signs are used by many businesses to draw in a crowd and drive up profits. In this article, we will discuss the history of the marquee sign, how it has changed over time, and the benefits of these outdoor signs for businesses. Read on to understand what [marquees](#) have to offer.

What Are Traditional Marquees?

Marquee signs (also known as theater/theatre signs) were originally used by theaters to draw in a crowd from the nearby streets. As foot traffic was replaced with automobile traffic, clear and captivating signage became a necessity. Businesses needed to quickly capture attention because people were moving at a higher speed.

Marquee signs were vibrant and captivating, attracting attention from anyone passing through, which was highly effective as cars became more prevalent. They featured elegant designs and brilliant coloration, turning the most ordinary location into an extraordinary destination.



In the beginning, theater signs were created from individual light bulbs used to write words and names. With bright colors and intense illumination, these outdoor signs for businesses were hard to miss. They were generally displayed above building entrances, lighting the way into the facility.

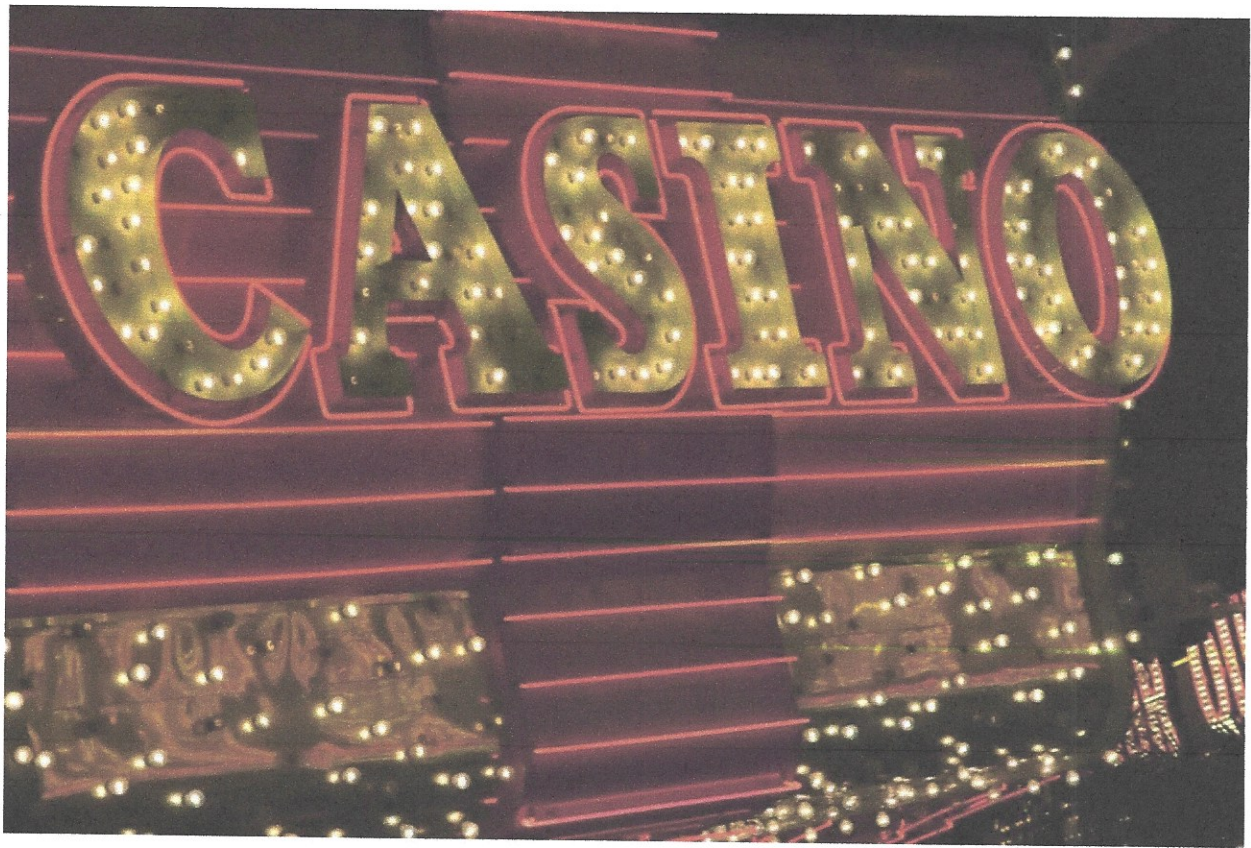
Oftentimes, marquees would include a message board along the bottom. This board would feature interchangeable letters that could broadcast upcoming shows and events, creating a sharp advertisement for the business.

All in all, marquee signs began as an eye-catching display for local businesses, primarily theaters. Using bright light bulbs and popping color, theatre signs would effectively draw in a crowd.

Bringing Business to the Theater & Beyond

Marquees were a hit. From their origins, these outdoor signs for businesses created gorgeous displays that effectively marketed for their companies. From the smallest theater to the largest event center, a marquee sign could greatly improve traffic and bring in a higher revenue.

While theatre signs were originally created for theaters to draw attention to their productions, they quickly became popular among many business types. Any venue that needed to make announcements, advertise for events, or otherwise attract attention of those passing through turned to the use of marquees.



Now, marquees can be found lighting the way to:

- Casinos
- Event venues
- Hotels
- Train stations
- Sports stadiums
- Performance theaters
- Movie theaters

These outdoor signs for businesses are incredibly versatile and customizable, creating a perfect signage solution for any location. Because of this, they have been used for nearly a century by theaters, hotels, and other locations alike. However, as time has passed, marquee signs have evolved to accommodate the changing needs of modern businesses.

The Modern Adaptation of Marquees

Vintage theater signs still remain a prevalent display in today's world. However, marquees have adapted over time to meet the changing needs of the industry. While older marquee signs used bright light bulbs and simple (yet captivating) displays, newer theater signs utilize several additional features that add to their value and benefit.

Explore some of these changes below.

- **Long-lasting LEDs:** As LEDs have become more prevalent in society, they have made their way into the signage industry. LEDs are reliable and long-lasting, meaning that business owners no longer have to fret over dimming light bulbs. Instead, these bulbs have been replaced with vibrant LEDs.
- **Electronic Message Boards:** While even older marquees feature a message board with interchangeable letters, modern marquee signs often use digital displays. These allow the message to be simply changed without the hassle of a ladder, missing letters, and safety hazards. Instead, the [electronic message board](#) can now be changed remotely – from anywhere!
- **Indoor Usage:** Originally, theatre signs were simply created for exterior display. These outdoor signs for businesses sat only atop the front door, leading patrons inside. Now, marquee lettering and signs are used both inside and outside, allowing business owners to create elegant displays inside, as well as outside of their location.

Though marquees are changing over time, their efficacy and value never falter. These signs stand tall and proud, bringing in crowds day after day. They will likely continue to evolve as the needs for advertising and broadcasting change across time. But, they will remain an important part of many businesses.

Benefits of Theater Signs & Outdoor Signs for Businesses

As their longevity and wide use suggest, marquee signs are highly advantageous for businesses throughout the world. From the highest production theaters to the smallest event centers, these signs act as a marketing agent and announcement system for any business. Let's take a look at some of the benefits of theater signs for modern businesses.

1. Attention-Grabber: The most apparent advantage of marquees is their incredible visibility. Between the coloration, bright lights, and massive displays, theatre signs have a high visual appeal. They can capture and hold the attention of anyone passing through.

2. Customizable: In modern day, marquee signage is highly personalized. It can be curated to perfectly suit the needs of any business. Along with the brightly lit name, a marquee can feature a letter message board, an electronic message center, directional arrows, pictures, videos, and more. It can be made in a variety of colors, including neon selections.

3. Versatile: Because marquees can be perfectly customized, they are incredibly versatile. They can be used by many businesses, from the most elegant hotel to the most enthusiastic sports arena. They can

also be created for indoor and outdoor use, creating vivacious displays both inside and outside of a business.

4. Timelessness: While marquee signs are a vintage dream, they are also a timeless piece that can proudly display a business name for many years. Theatre signs will never go out of style because they are visually stunning and effective.

5. Profit-Driven: With the powerful attention-grabbing tactics and customizable features, marquees drive profits for modern businesses. They can be used to advertise upcoming events and shows, all while proudly displaying the business name. Theater signs are captivating, ensuring the passing crowds will see what you have to offer.

Marquees are a powerful tool for any business location. They demand attention with their highly customizable designs and versatile solutions. In addition, these outdoor signs for businesses create timeless displays and drive profits. Many companies, from casinos to train stations, can enjoy the benefits of an elegant LED marquee sign.

A Historical Relic or a Modern Masterpiece? You Decide.

What started as a way to draw a crowd into a theater has transformed the sign industry for modern businesses. With captivating designs, illuminated colors, and vibrant LEDs, marquee signs are an incredibly effective method to attract customers and drive profits. From hotels and casinos to train stations and sports stadiums, theatre signs bring many benefits.

Is a marquee sign the right fit for your business? Contact Legacy Sign Group to learn more about your custom marquees, theater signs, and outdoor signs for businesses.



[← Previous Post](#)

Service Details +

 **CALL 219-348-8506**



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Painted Tin Letter of Luminous Signs U, Rewired with Bulbs, USA, 1930

\$1,188.53

Shipping: \$237 Standard Parcel

The 1stDibs Promise: Authenticity Guarantee, Money-Back Guarantee,
24-Hour Cancellation [Details](#)

Return Policy: A return for this item may be initiated within 7 days of delivery.



About

Painted tin letter of luminous sign (U) red color, rewired with bulbs, USA, circa 1930. The Letter U has been rewired for the US.

Dimensions:

Height: 24 in (60.96 cm)

Width: 17.75 in (45.09 cm)

Depth: 4 in (10.16 cm)

Materials and Techniques:

[Tin](#)

Place of Origin:

[United States](#)

Period:

[1930-1939](#)

Date of Manufacture:

1930s

Condition:

[Good](#)

Wear consistent with age and use. Very good.

Seller Location:

Milan, IT

Reference Number:

1stDibs: LU917123526142

EXHIBIT 1

2A THE OBSERVER | THURSDAY

CITY WATCH



JARLEENE ALMENAS
MANAGING EDITOR

Downtown Master Arts Plan in the works for Ormond

The city of Ormond Beach is creating a Downtown Master Arts Plan to create a roadmap for public art.

The Downtown Public Art Master Plan will give the city an action plan for types of public art, as well as a five-year work plan. In May, the city awarded an \$80,000 contract for the master plan to Designing Local, a company based in Columbus, Ohio. A website has been created for the master plan, obpublicartplan.com.

"Public art can be used to activate public spaces and invigorate communities," the website states. "Thoughtfully implemented public art can offer cultural meaning to Ormond Beach and convey its spirit and energy to ourselves and our visitors."

Public art may include murals, interactive sculptures, temporary art experiences, light installations or performances.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:*	PRIVATE - Public ART PROJECT		*Complete fee sheet (page 3)
Project Name:	ART		
Project Address:	67 W. FLORIDA BLVD.		
Volusia County parcel number(s):	421516000051		
Description:	LIGHTED ART SCULPTURE OR LIGHTED SIGN		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	DORIAN BURT
Address:	203 Pine Cone Trail
City, State, Zip code:	ORMOND BEACH, FL 32174
Telephone:	386 295-4610
E-mail:	gmdori@aol.com

APPLICANT INFORMATION

Same as project coordinator	☒	Same as property owner	☒
Name:	WIVIGECO, LLC		
Address:	460 WALKER STREET		
City, State, Zip code:	HOLLY HILL, FL 32117		
Telephone:	386 295-4610		
E-mail:	gmdori@aol.com		

Page 1 of 3

PROPERTY OWNERSame as project coordinator ☐Same as property owner ☐Name: WIVIGECO, LLCAddress: 460 WALKER ST.City, State, Zip code: HOVEY HILL, FL 32117Telephone: 386 295-4610E-mail: gemdori@aol.com**VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)**

Name:

E-mail:

Name:

E-mail:

Name:

E-mail:

Name:

E-mail:

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me this 9th day of Oct., 2024, by ANTHONY GUIDICE as MANAGER (title*) for WIVIGECO, LLC (name of corporation*), who () provided _____ as identification, or (x) who is personally known to me.



Notary Public, State of Florida

My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	\$2,000	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☐	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☐	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☐	Regulatory amendment, zoning map, over 10 acres	\$1,500	\$1,650	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☒	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:				

Property Summary

Alternate Key: 4863541
Parcel ID: 421516000051
Township-Range-Section: 14 - 32 - 15
Subdivision-Block-Lot: 16 - 00 - 0051
Owner(s): WIVIGECO LLC - FS - Fee Simple - 100%
Mailing Address On File: 460 WALKER ST
 HOLLY HILL FL 32117
Physical Address: 67 W GRANADA BLVD, ORMOND BEACH 32174
Building Count: 1
Neighborhood: 7060 - EAST PRIMARY OFFICES
Subdivision Name: PENFIELD BLOCK ORMOND
Property Use: 1700 - OFFICE 1 STORY
Tax District: 201-ORMOND BEACH
2024 Proposed Millage Rate: 16.2936
Homestead Property: No
Agriculture Classification: No
Short Description: 15 14 32 E 1/2 OF LOT 5 & E 5.4 FT OF W 1/2 OF LOT 5 PENFIE
 LD BLOCK ORMOND MB 1 PG 78 OR MB 12 PG 69 PER OR 2854 PG 33
 4 PER OR 7192 PG 0727

Property Values

Tax Year:	2024 Working	2023 Final	2022 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$252,064	\$234,203	\$206,751
Land Value:	\$70,581	\$70,581	\$70,581
Just/Market Value:	\$322,645	\$304,784	\$277,332

Working Tax Roll Values by Taxing Authority

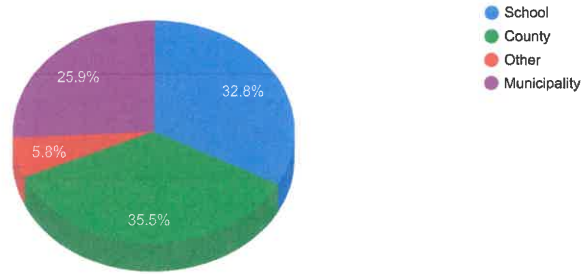
Values shown below are the 2024 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 PROPOSED MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$322,645	\$322,645	\$0	\$322,645	1.5000	\$483.97
0012 DISCRETIONARY	\$322,645	\$322,645	\$0	\$322,645	0.7480	\$241.34
0011 REQ LOCAL EFFORT	\$322,645	\$322,645	\$0	\$322,645	3.0370	\$979.87
0050 GENERAL FUND	\$322,645	\$322,645	\$0	\$322,645	3.2862	\$1,060.28
0053 LAW ENFORCEMENT FUND	\$322,645	\$322,645	\$0	\$322,645	1.5994	\$516.04
0055 LIBRARY	\$322,645	\$322,645	\$0	\$322,645	0.3891	\$125.54
0520 MOSQUITO CONTROL	\$322,645	\$322,645	\$0	\$322,645	0.1647	\$53.14
0530 PONCE INLET PORT AUTHORITY	\$322,645	\$322,645	\$0	\$322,645	0.0692	\$22.33
0058 VOLUSIA ECHO	\$322,645	\$322,645	\$0	\$322,645	0.2000	\$64.53
0057 VOLUSIA FOREVER	\$322,645	\$322,645	\$0	\$322,645	0.2000	\$64.53
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$322,645	\$322,645	\$0	\$322,645	0.0288	\$9.29
0100 HALIFAX HOSPITAL AUTHORITY	\$322,645	\$322,645	\$0	\$322,645	0.7309	\$235.82
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$322,645	\$322,645	\$0	\$322,645	0.1793	\$57.85
0180 ORMOND BEACH	\$322,645	\$322,645	\$0	\$322,645	4.0960	\$1,321.55
0184 ORMOND BEACH I&S 2010	\$322,645	\$322,645	\$0	\$322,645	0.0650	\$20.97
					16.2936	\$5,257.05

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount		
				Estimated Ad Valorem Tax:	\$5,257.05
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$5,257.05
				Estimated Tax Amount without SOH/10CAP	\$5,257.05

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2023	\$70,581	\$234,203	\$304,784	\$304,784	\$0	\$304,784	\$0
2022	\$70,581	\$206,751	\$277,332	\$277,332	\$0	\$277,332	\$0
2021	\$70,581	\$187,196	\$257,777	\$257,777	\$0	\$257,777	\$0
2020	\$69,197	\$188,397	\$257,594	\$257,594	\$0	\$257,594	\$0
2019	\$66,429	\$177,573	\$244,002	\$244,002	\$0	\$244,002	\$0
2018	\$66,429	\$164,483	\$230,912	\$230,912	\$0	\$230,912	\$0
2017	\$66,429	\$156,795	\$223,224	\$223,224	\$0	\$223,224	\$0
2016	\$63,661	\$184,461	\$248,122	\$248,122	\$0	\$248,122	\$0
2015	\$63,661	\$119,142	\$182,803	\$182,803	\$0	\$182,803	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1700-1STORY OFF	N	S-SQUARE FEET			10,065			5.00	\$70,581
Total Land Value:										\$70,581

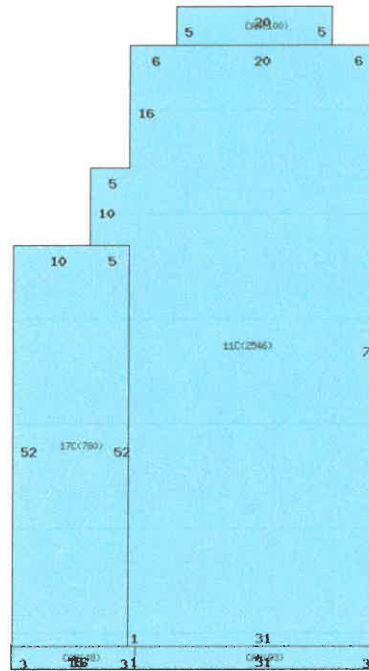
Building(s) - Commercial

Card (Bldg) #1

Structure Code:	C - CONCRETE/MASONRY	Base RCN	\$338,801
Class:	-	Percent Good	72.01 %
Grade:	325	Total RCNLD	\$243,971
Built / Effective Year:	1958 / 2004	Market (NBHD)	1.02
Total / Business Area	3567 / 3326	Factor	
		Cost Value	\$248,850

Summary of Commercial Sections Data

Line #	From-To Floor	Section Finish	Stories	Area	Total Area	Business Area	Year Blt
1	01 -01	CAN - CANOPY	1	48	48	N/A	
2	01 -01	CAN - CANOPY	1	93	93	N/A	
3	01 -01	17C - OFFICE, ONE STORY	1	780	780	780	
4	01 -01	11C - RETAIL STORE	1	2,546	2,546	2,546	
5	01 -01	CAN - CANOPY	1	100	100	N/A	2005
					3,567	3,326	



Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
1	PVA-PAVING ASPHALT	1958	2,760	1		\$2,093
2	RTN-FENCE, WALL RETAINING	1958	96	1		\$297
3	FEN-FENCE CHAIN LINK	1999	32	1		\$155
4	RAL-RAILING ALUMINUM	2016	42	1		\$669
Total Miscellaneous Value:						\$3,214

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
7192 / 0727	2015224342	11/24/2015	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$350,000
2854 / 0334		07/15/1986	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	\$160,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
15 14 32 E 1/2 OF LOT 5 & E 5.4 FT OF W 1/2 OF LOT 5 PENFIELD BLOCK ORMOND MB 1 PG 78 OR MB 12 PG 69 PER OR 2854 PG 334 PER OR 7192 PG 0727	201	14 - 32 - 15	16 - 00 - 0051	30-SEP-86

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
06/29/2022	22-5350	BUSINESS/FIRE INSPECTION	\$0
07/27/2021	21-5750	BUSINESS/FIRE INSPECTION 71 W GRANADA BLVD	\$0
08/04/2016	16-5062	MISC PERMIT	\$40,000
01/13/2016	16-1836	COMMERCIAL REROOF	\$28,500

Planning Board minutes from January 9, 2025

ITEM:

PZ-2024-110

67 West Granada Boulevard, Signage
Special Exception Redevelopment Plan

Recommended for Approval (6-0)

Mr. Spraker went over items that were reviewed at City Commission this week, the hotel amendment was approved, Destination Daytona tattoo amendment, the first amendments to the Ormond Crossing Planned Development, Elliano's drive-through coffee shop, and the Land Development for the Alcoholic and Malted Beverage Producer. On January 21, 2025 Little Tomoka Village, the landscape article, and the second reading for Land Development Code (LDC) amendments will be presented.

Mr. Jorczak inquired about the grants that the city received. Mr. Spraker replied that there was \$350,000. It is expected that North U.S. Highway 1 will be \$150,000, and the remaining two studies will be \$100,000. A scope is being written through the Engineering Department and will go back to the County, where they have continuous consultants that can be used. Mr. Spraker concluded that a timeline will be shared with the Planning Board with updates as they are known.

Mr. Galloway inquired about the Live Local Act details. Mr. Spraker replied that Volusia County has enough affordable housing from 80 percent to 120 percent of the area median income. Below 80 percent of the area media income, Volusia County does not have enough affordable housing. If a project is targeting the 80 percent and below, they still get 100 percent tax exemption. Mr. Spraker stated that separate of the opt out, the Land Development Code (LDC) provisions still have to be abided by. Mr. Spraker continued that the tax exemption is separate, the City exempted out of what they could.

VIII. PUBLIC HEARINGS

A. PZ-2024-110 – 67 West Granada Boulevard, Signage Special Exception Redevelopment Plan

Mr. Steven Spraker, Planning Director, explained the application from Wivigeco, LLC., for a Special Exception for building signage at 67 West Granada Boulevard. Sections 2-70(m) and 3-48(B) of the Land Development Code allow alternative business premise signage through a Special Exception Redevelopment Plan. The Special Exception seeks to allow an approximate 104-square-foot sign on the building. The subject property is located at 67 West Granada Boulevard, is zoned as B-4, Central Business, and is within the Downtown Overlay District.

Mr. Spraker reviewed the existing building that was included in the Board packet and displayed overhead. He explained that the building has approval for additional murals and went through a process and was approved by the City Commission. Mr. Spraker continued that the signage request is for a 6'-tall and 17'-wide, totaling 104-square-feet, and the LDC allows a 24-square-foot sign, based on the linear frontage of the property. He added that one of the items that they are seeking is an exception for is the additional square-footage. Mr. Spraker stated that the process and mechanism to ask for the request is in the ingress and egress address signs for public safety and traffic circulation. It allows signage to be applied for through Planned Developments or a Special Exception, which does not meet the Land Development Code (LDC).

Mr. Spraker stated that in the downtown area, there was a realization that the standards in the downtown do not fit what the existing conditions are of the buildings and the properties, and they are written more into a suburban standard. It allows a Special Exception redevelopment plan and public hearing before the Planning Board

and City Commission, where variances, waivers, and alterations for standards, can be asked for by properties within the Downtown Overlay District.

Mr. Spraker continued with other examples of Special Exception redevelopment plans, the Neighborhood Scoop and Pumphouse BBQ, who went through a similar process for the sign types that were permitted. The Ormond Garage went through a similar process with additional signage and additional square-footage granted through the process. The Ormond Art Museum also had additional signage and square-footage allowed. Mr. Spraker reiterated that it is a discretionary process, based on the criteria and the LDC, and the testimony provided.

Mr. Spraker expressed concerns of the square-footage of the signage, the exposed lightbulbs as the illumination source, the type of signage, and what the impacts could be throughout the corridor. Staff took the application to the Ormond MainStreet Organization and they discussed staffs concerns and ultimately recommended approval. The property owner has made substantial investments in the downtown area. Mr. Spraker continued that part of the downtown area is creating a different environment, creating uniqueness and character, and staff recommends approval.

Vice Chair Shull opened it up to the Board.

Applicant's Presentation

Ms. Dorian Burt, Highlander/Wivigeco Corporation, stated that the owner, designer and engineer are in attendance to answer any questions.

Mr. Bill Jones, #8 12 Oaks Trail, Owner, Wivigeco, LLC, stated that the application is for a sign, but views the project more as an art installation than an advertising sign. The business is called Spotlight and the sign says ART. It is a three-dimensional art piece and is reminiscent of something from the 1930's, more contemporary with the theme in the area, similar to that of Rosevilla or the 1925 Buschman Building. Mr. Jones concluded that he is trying to make it look more aesthetically pleasing and hopes for approval.

Board Questions

Mr. Railsback inquired about any other type of improvements planned for other buildings in the area. Mr. Jones replied that there is more talk about murals in other areas, such as an empty wall near the book store, of a bookcase of books. He continued that they plan to improve most of the buildings down by Alexander's Restaurant and the buildings next to it. He added that they are working on interior renovations at Billy's Taproom, expected to reopen May or June 2025. Mr. Jones continued that they are looking at lighting to brighten up the corridor. He stated that he wants to slow the traffic down by people stopping and looking at the area. Each building has a different light or feature which attracts drivers. Mr. Jones concluded that what he does is a passion and labor of love, and does not want everything to look the same. The ART sign will be unique and of itself.

Mr. Gentry asked Mr. Spraker with the size of sign and number of bulbs, if the illumination projected consistent with the rest of landscape or acceptable within terms of the brightness. Mr. Spraker responded that if approved, it will have to go through

a building permit review where the illumination will be called out from the lighting ordinance.

Mr. Jorczak asked if the sign will be illuminated 24-hours per day. Mr. Jones responded that it will not be.

Vice Chair Shull opened it for audience comments. There were none.

Mr. Jorczak commented that he researched the sign request and initially thought it is a simple declarative statement for the business operating there. He added that he likes that it has some nostalgia to it and goes back to the days of the marquis and movie theatre-time. Mr. Jorczak expressed concern with the vertical height of the sign relative to the size of the building. He suggested a foot decrease in the height of the size to blend better, but stated that it is tasteful. He provided a copy of a different approach and shared it with the Board and applicant for a different perspective, but said that he was in favor.

Ms. Burt responded that the ART sign is really a sculpture piece of art and even though it is on a building that has a gallery in it, it is the beginning of the arts district that the city has encouraged for public and private art. She continued that it is a sign signifying bringing people into the arts district. Ms. Burt added that it is not just a sign and is a sculpture just as the pig sign for the BBQ restaurant.

Mr. Jones referenced the 31 Supper Club Restaurant and their sign as “a big statement building”, just as the Buschman building. He added that three-story Rosevilla is a mid-century, modern style building with nothing that stands out about it. Mr. Jones stated that they want each one of their buildings to be a statement. He elaborated that he also has plans for a higher façade for the Perrott building. Mr. Jones concluded that he is planning for a bombastic art deco style designed building. He commented that when looking at the buildings going from east to west down the block, it appears more squatty, one-story and flat, and expressed ideas of something bolder, like the taller letters in the ART sign.

Mr. Galloway commented that years ago he was the first Vice President and second President of the Ormond MainStreet Organization, and now Granada Boulevard is becoming what it was envisioned to become. He thanked Mr. Jones and his team for delivering what was planned for, for a long time in the making. Mr. Galloway referenced the pig BBQ sign and remarked that he likes the concept of it and the sign discussed today. He commented that when coming over the bridge you notice that the main street area is one of the most unique parts of any town in the state of Florida. Mr. Galloway expressed his concern with parking parallel in the area, in fear of taking one of the rearview mirrors off of one of the vehicles, in hopes that a plan will be put in place to get the parallel parking spots off of the main street.

Mr. Railsback, in favor of the sign, concurred with Mr. Galloway and thanked Mr. Jones and his team.

Mr. Scudiero stated that even though it is larger in size than what would normally go there, he is in support. He continued that on Woodland Boulevard in DeLand, he noticed that there is a variation of things there from different colors, shapes and sizes.

He referenced the pig BBQ sign, ice cream sign and the sign adds to the uniqueness. Mr. Scudiero concluded that he is not worried about the extra foot in height.

Vice Chair Shull concurred with Mr. Galloway and thanked Mr. Jones for the job downtown. She expounded on her family being on the west coast, where she frequents Safety Harbor and Dunedin, “cool-kitsch-funky” downtown popular areas, and understands that is the goal for the downtown area in Ormond Beach. Ms. Shull added that she understands the point of art being in the sign, and it not just being *a sign*. She concluded that she supports it but would not want the sign lit all night.

Vice Chair Shull opened the hearing up for any public comments or questions and opened it back up to the Board, entertaining a motion.

Mr. Galloway motioned to approve PZ-2024-110-67 West Granada Boulevard, Signage Special Exception Redevelopment Plan. Mr. Gentry seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2024-117 – Capital Improvements Schedule, Capital Improvements Element

Mr. Steven Spraker, Planning Director, explained the administrative amendment to update the Capital Improvements Schedule of the Capital Improvements Element of the City of Ormond Beach Comprehensive Plan consistent with the adopted Capital Improvement Plan, that is in accordance with state law. The update does not include any text changes to the goals, objectives and policies of the Capital Improvements Element, and only changes the tables. Mr. Spraker continued that the reason that it is being done now is to marry them with the Comprehensive Plan update. They will be in place when the Board acts upon them in March 2025.

Board Questions

There was further discussion about the binders of material presented and the process and it was advised that it is for discussion now and in February. Based on changes from the community engagement meeting, the City Commission workshop and the Planning Board meeting, revisions will be brought to the Planning Board in March for action. It will then be brought to City Commission in April 2025.

Mr. Railsback asked if any projects were eliminated from the Capital Improvements Schedule. He referenced changes he saw in Leisure Services. Mr. Spraker referenced the strike-through areas as projects that have either been deleted or changed and replied that some projects were completed and were taken out, such as in utilities, and some were moved out due to costs. The Capital Improvement Element also pulls information from roadway projects, such as U.S. Highway 1 from Airport Road to Broadway, and Interstate 95 is included. West Granada from Breakaway Trails to Williamson Boulevard is also in the capital projects.

There was further discussion about the budget process and it was said that the budget starts in April, a workshop in June, and adoption in September. It was explained that the items that are capital, when over \$25,000 and are non-recurring, are put into the schedule. Mr. Spraker stated that applicable information was pulled from the Volusia County School Board and the Transportation Planning Organization. The link

Correspondence Received

From: [Russell Benett](#)
To: [Spraker, Steven](#)
Subject: Re: 67 West Granada Boulevard, 02/18.2025 CC Agenda Item - Abutter Letter
Date: Monday, February 3, 2025 5:14:05 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Steven,

I drive by this location all of the time and I think the sign is way too large and ugly. I have owned a business on US 1 in Holly Hill and I know this large of a sign would not have been acceptable. I do not think if you want to advertise your art store, anyone would want such a simple plain sign like this one. I can not believe the stores nearby would approve of this either. I can not make it to the meeting, but I hope you can state my opinion at that meeting.

Russell Benett

On Fri, Jan 31, 2025 at 12:56 PM Spraker, Steven <Steven.Spraker@ormondbeach.org> wrote:

Good afternoon,

Please find below (summary) and attached (letter) of an upcoming Planning Board agenda item that require abutter letter notice. Please contact me with any questions. Thank you

Steven

67 West Granada Boulevard, Signage Special Exception Redevelopment Plan

This is an application submitted by WIVIGECO LLC, for a Special Exception for building signage at 67 West Granada Boulevard. Sections 2-70(m) and 3-48(B) of the Land Development Code allows alternative business premise signage through a Special Exception Redevelopment Plan. The Special Exception seeks to allow a sign of approximately 104 square foot sign on the building. The subject property is located at 67 West Granada Boulevard, is zoned as B-4, Central Business, and is within the Downtown Overlay District.

Steven Spraker, AICP

Planning Director