



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING

March 4, 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

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- 1. CALL TO ORDER**
 - 2. INVOCATION**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 5. APPROVAL OF MINUTES**

A. Minutes from City Commission meeting - February 18, 2025

6. 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. 2025-40:** A RESOLUTION ACCEPTING A PROPOSAL FROM COLEMAN GOODEMOTE CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE ENGINEERING AND PLANNING RENOVATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2025-62:** A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE

CASEMENTS GUILD FOR THE CITY OF ORMOND BEACH, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2025-63:** A RESOLUTION ACCEPTING A BID FROM EAST COAST MARINE CONSTRUCTION & DESIGN, INC. FOR CONSTRUCTION SERVICES REGARDING THE ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTRUCTION PROJECT, UNDER BID NO. 2025-03; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2025-64:** A RESOLUTION ACCEPTING A PROPOSAL FROM KIMLEYHORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES TO REVIEW DESIGN PLANS FOR THE ORMOND CROSSINGS FLYOVER BRIDGE; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Alex Schumann, City Engineer, (386) 676-3302*
Steven Spraker, Planning Director, (386) 676-3341

- E. **RESOLUTION NO. 2025-65:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM KONA CONSTRUCTION SERVICE, LLC FOR CONSTRUCTION SERVICES AT THE MAGIC FOREST PLAYGROUND; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Assistant City Manager, (386) 676-3292*

- F. **RESOLUTION NO. 2025-66:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM SOUTHEASTERN SURFACES & EQUIPMENT FOR CONSTRUCTION SERVICES AT THE NOVA COMMUNITY CENTER ACTIVITY ROOM; AUTHORIZING THE EXECUTION OF A QUOTATION AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2025-67:** A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION FOR THE PURCHASE OF SIX LIGHT BAR PACKAGES FROM DANA SAFETY SUPPLY, INC; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **Auto Renew- Trauma Skatepark**

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

676-3279

Disposition:

Approve as recommended in the City Manager staff report dated March 4, 2025.

I. 2025 Volusia Flagler TPO Call For Projects - Hand Avenue Mixed Use Path

Staff Contact:

Shawn Finley, Assistant City Manager, (386) 676-3292

Disposition:

Approve as recommended in the City Manager staff report dated March 4, 2025.

7. 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. (SECOND READING)

Staff Contact:

Steven Spraker, Planning Director, (386) 676-3341

B. ORDINANCE NO. 2025-13: AN ORDINANCE AMENDING SECTION 11-1, FLUORIDATION OF WATER SUPPLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION, OF THE CODE OF ORDINANCES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact:

Shawn Finley, Assistant City Manager, (386) 676-3292

8. REPORTS, SUGGESTIONS, REQUESTS

9. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

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

February 18, 2025	7:00 p.m.	Commission Chambers
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Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, Kristin Deaton and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Shawn Finley, Assistant City Manager Claire Whitley, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. 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

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Neal Ganzel Jr., Coquina Presbyterian Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Leslie led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Becky Parker

Mayor Leslie presented a proclamation and City Coin to Ms. Becky Parker for her contributions to Ormond Beach MainStreet and the community.

Item #4B – Annual Comprehensive Financial Report Presentation Fiscal Year 2023-2024

Mr. Zach Chalifour, JamesMoore & Co., presented a PowerPoint detailing the city's annual audit reports for the fiscal year ending on September 30, 2024. He highlighted details of the General Fund, Pension Funds, and Community Redevelopment Agency funds, noting the city continued to remain in a strong financial position.

The entire Commission and Ms. Joyce Shanahan, City Manager, thanked Mr. Chalifour for meeting with the City Commission individually to review the audit. They thanked staff for their hard work on the audit and throughout the year.

Item #5 – Audience Remarks

Ms. Amber Bobak, 397 Collins Street, thanked the Planning Department for their assistance. She expressed concerns regarding a proposed gas station along Nova Road and requested the city review the zoning districts which abut residential areas within the city limits.

Mr. Jerry Valcik, 236 Ormwood Drive, expressed support of fluoride in the city's water supply and provided his professional background to demonstrate knowledge on the topic. He expressed concerns regarding the lack of fluoride within the water and child tooth decay.

Ms. Deborah Stanton, 715 Candlewood Circle, expressed concerns regarding code enforcement within her neighborhood and the State Road A1A and East Granada intersection pedestrian crosswalk.

Mayor Leslie inquired if staff could look into the crosswalk; whereby, Mr. Shawn Finley, Assistant City Manager, stated he would work with the Florida Department of Transportation (FDOT).

Ms. Stephanie Mason-Teague, 78 East Granada Boulevard, thanked the city for their partnership with the Ormond Memorial Art Museum and Gardens (OMAM). She discussed a grant they received and the work that would be done based on the grant.

Ms. Elena Krafft, 28 Old Canyon Lane, discussed the importance of community input regarding the future Ormond Crossings development.

Ms. Amy Valcik, 236 Ormwood Drive, expressed support of fluoride in the city's water and discussed her father's, Mr. Valcik's, expertise on the matter. She noted the costs of regular dental visits, the positive benefits of fluoride in the city's water, and safety of fluoride in the water.

Item #6 – Approval of Minutes

Mayor Leslie advised the minutes from the February 4, 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 Sargent moved, seconded by Commissioner Briley, for approval of the February 4, 2025, City Commission meeting minutes.

Motion passed by voice vote.

Item #7 – 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 Briley moved, seconded by Commissioner Sargent, for approval of the Consent Agenda.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
Carried.	Mayor Leslie	Yes

Comments on the Consent Agenda

Commissioner Sargent discussed Items 7A regarding the Request to Purchase – Fire Station Alerting Systems, 7D regarding the Amendment Contract with American Janitorial, Inc., 7G regarding FDOT Grant Agreement, 7J regarding the Auto Renew – Contracts for Miscellaneous Crafts & Trades Services, and 7M regarding the Request for Proposals – Automated Paid Parking Services. He requested staff look into increasing the City Manager’s spending limit above the \$25,000; whereby Mayor Leslie agreed.

Ms. Shanahan stated staff would complete a survey of surrounding municipalities to see what their spending limits were and bring back information.

Item #8 – Public Hearings

Mayor Leslie opened the Public Hearings.

Item #8A – Comprehensive Plan Amendments, Capital Improvement Element Schedules

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-12, on first reading, as read by title only.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Leslie	Yes

Item #8B – 67 West Granada Boulevard, Special Exception Redevelopment Plan

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Steven Spraker, Planning Director, explained the item was to approve a special exception for signage on the top of the building at 67 West Granada Boulevard. He reviewed nearby signage exceptions that were previously approved and noted Ormond Beach MainStreet and the Planning Board recommended approval.

Commissioner Sargent inquired if the sign could be in a “V” shape angle in relation to the road.

Commissioner Briley, Commissioner Tolland, Commissioner Deaton, and Mayor Leslie expressed support of the item and of Mr. Bill Jones.

Commissioner Deaton questioned if the time the lights would be on was discussed.

Ms. Dorian Burt, 203 Pine Cone Trail, stated there could be a timer from dusk until 2 am.

Mr. Bill Jones, 8 Twelve Oaks Trail, thanked the Commission for their support and explained his hope of slowing down traffic with all the vibrant attractions.

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Resolution No. 2025-61, as read by title only.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Leslie	Yes

Item #9 – Reports, Suggestions, Requests

Events, Updates, Requests, and Condolences

Ms. Shanahan discussed upcoming City Commission meetings, workshops, city events, and the 2025 Citizens Academy. She provided updates on city projects including Cassen Park.

Mr. Finley informed the Commission of the passing of Mr. Al Waitt, Chief Treatment Plant Operator, and discussed his impact on the city.

Commissioner Briley inquired if staff could reach out to FDOT regarding debris in the roadway near the altered medians as well as the detoured traffic; whereby, Mr. Finley stated he would coordinate with FDOT. Commissioner Briley congratulated Ms. Parker on her proclamation and expressed his support for the downtown statues to return in 2026. He requested the Granada Bridge lighting be ready during 2026 for celebrations and festivities. He thanked Public Works for their quick response to a sewage issue he recently experienced.

Commissioner Tolland expressed concerns regarding an individual within the City Commission working independently instead of collectively. She noted previous concerns discussed by other Commissioners, the organizational structure of the Commission, and the need for accurate information to be given to the public. She discussed the roles of staff, issues with one member appearing to speak on behalf of the entire Commission, and inaccurate information given to the media. She respectfully asked the Mayor to work collaboratively and positively with staff and the entire Commission.

Commissioner Sargent explained he was in Washington D.C. during the February 4, 2025, City Commission meeting with the Florida League of Cities and discussed his time there. He requested whenever a Commissioner had trips or attends board meetings on behalf of the Commission, they provide an update at the next City Commission meeting. He requested an update from Mayor Leslie regarding the First Step Homeless Shelter. He ask for further information on the Volusia County Council’s seven-point plan regarding fixing the flooding and how the points would be relevant to the city. He

thanked the Finance Department for their assistance with all budget-related items, and all city staff for their hard work for the city. He discussed a concerning phone call he received from a city employee and asked for professionalism with the Commission.

Commissioner Deaton discussed the Ormond Beach Chamber of Commerce Leadership program, congratulated Ms. Parker, and expressed concerns regarding information provided by Mayor Leslie during a news interview, and lack of awareness of the interview by staff and other members of the Commission. She requested an update to the timeline regarding the Magic Forest Rainbow Park; whereby, Mr. Finley stated the contractor was working at the park, and the completion was close to four to six weeks. He reviewed the planned park hours during the final stages of the project. She requested a social media update regarding the project. She expressed concerns on the way the information was provided regarding the flags being lowered to honor Mr. Jonathan Campos.

Mayor Leslie discussed the meeting he attended for the Board of Directors of the First Step Homeless Shelter, noting he would bring back ideas and a discussion around budget time. He expressed support of the 2025 Citizens Academy. He offered condolences to the family of Mr. Waitt. He congratulated and thanked Mr. Jones for his contributions to the city. He discussed events he attended and provided updates from them.

Plastic Straws

Commissioner Sargent inquired if the Commission would support repealing the educational plastic straw ban ordinance within the city and provided information behind the request.

Commissioner Deaton supported the repeal.

Commissioner Tolland stated she would support looking into it and having a discussion.

Mayor Leslie questioned if it could be brought back before the Commission; whereby, Mr. Randy Hayes, City Attorney, inquired if the item would be brought back as a discussion item or Ordinance.

Commissioner Sargent requested a discussion be held first to allow the Commission to provide direction to staff.

Vacant Property to Purchase

Commissioner Sargent proposed the purchase of a property off Wilmette Avenue and North Center Street to help mitigate flooding.

Commissioner Briley inquired about the current zoning and development; whereby, Mr. Spraker stated it would be hard to tell without a survey and additional analysis, noting something could be built there.

Commissioner Sargent suggested potential recreation ideas for the property if the city were to purchase.

Commissioner Deaton stated she would support staff looking into the property.

Commissioner Tolland explained she would like to see the suggestion brought back during the future Stormwater Workshop; whereby, Mayor Leslie agreed the property could be brought back during the workshop.

Commissioner Sargent expressed the urgency behind the request.

Dog-Friendly Beach

Commissioner Sargent requested the city send a letter in support of the continuation of the Volusia County Dog-Friendly Beach program. He discussed the overwhelming positive feedback and minor negative feedback received.

Commissioner Briley, Commissioner Tolland, Commissioner Deaton, and Mayor Leslie expressed support for the letter.

Ms. Shanahan stated she would compose a letter for the Mayor to sign and send to the Volusia County Council.

Commissioner Deaton proposed an ordinance be created stating no actions would be taken by the Mayor or member of the City Commission on behalf of the city unless approved by the majority of the Commission.

Commissioner Briley questioned if an ordinance would be needed or if it was more of a policy; whereby, Mr. Hayes stated he could bring back an ordinance. Commissioner Briley asked how other municipalities managed requests like this; whereby, Mr. Hayes stated it differed based on the municipality but would look at the sample ordinance from Daytona Beach Shores provided by Commissioner Deaton.

Item #10 – Adjournment

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach

AGENDA ITEM

March 4, 2025 - City Commission

Number: 6.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-40
Strategic Goal:	Governance - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - Construction Management Services, City Hall Engineering & Planning Area Renovation		
Summary:	This office suite that houses building, planning, and engineering was last modified fifteen years ago with the creation of the joint permit counter and incorporation of the building department, formerly housed in Room 103, into the offices of Engineering and Planning. At that time, a focus was placed on creating a one-stop location for permitting and technical services. Over the past fifteen years, these three departments have expanded in personnel and function, resulting in an office space that is currently inefficient, fragmented, and overcrowded, limiting productivity. The reconfiguration will optimize workspace utilization, improve workflow, and add three office/meeting room spaces to better accommodate staff operational needs, improve operational efficiency and service delivery, enhance security, and overall maximize available space. A key component with this renovation is the inclusion of security enhancements at the permitting counter area and access control improvements. These upgrades were incorporated late in the design process following recommendations from the Ormond Beach Police Department to enhance workplace safety for employees and the public. During construction, Planning staff will temporarily relocate to the training conference room at City Hall, while Engineering staff will work out of Public Works to ensure continuity of operations with minimal disruption. Construction Management Approach On September 7, 2022, the City Commission approved a contract with Coleman Goodemote Construction Co., Inc. for construction management services under a continuing contract. Staff recommends		

	utilizing this contract for the following reasons: • Expedited Timeline – Construction time is reduced, and work can commence immediately upon contract execution. • On-Site Supervision – Full-time oversight ensures quality control, efficient workflow coordination, and mitigation of field damage. • Optimized Scheduling – The construction manager will coordinate subcontractors and material deliveries to minimize delays and reduce overall project duration. Project Cost and Execution The project is proposed at a guaranteed maximum price of \$444,554, meaning costs cannot exceed that amount unless additional scope changes are authorized by the City Commission. Coleman Goodemote Construction, Inc. has a proven track record of quality construction and expertise in this type of specialized work. The project is expected to be completed efficiently, with a focus on minimizing disruption to city operations.						
Financial Impact:	Funding in the amount of \$250,000 is available in the 301-General Fund. The additional \$194,554 would need a budget amendment from the general fund reserves.						
Citizen Impact:	This project will increase the functionality of the office space, allowing employee to better serve and support City residents.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization for the Engineering & Planning renovation project to Coleman Goodemote Construction, Inc. in the amount of \$444,554.						
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302						
Attachments:	1. 25-40 Eng Plan Reno - Coleman Goodemote (P24-0222G) 2. Coleman Goodemote Work Authorization						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>2/20/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>2/27/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>2/27/2025</td> </tr> </table>	Kelly McGuire, Finance Director	2/20/2025	Claire Whitley/Shawn Finley, Assistant City Manager	2/27/2025	Joyce Shanahan, City Manager	2/27/2025
Kelly McGuire, Finance Director	2/20/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	2/27/2025						
Joyce Shanahan, City Manager	2/27/2025						

RESOLUTION NO. 2025-40

A RESOLUTION ACCEPTING A PROPOSAL FROM COLEMAN GOODEMOTE CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE ENGINEERING AND PLANNING RENOVATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Contract for Construction Management Services between the City and Coleman Goodemote Construction, Inc., the appropriate City staff members have negotiated with Coleman Goodemote Construction, Inc., to provide construction management services for the Engineering and Planning renovation project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$444,554.00, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Coleman Goodemote Construction, Inc. to provide construction management services for the aforescribed project at a cost not to exceed \$444,554.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the General Fund (301) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Coleman Goodemote Construction, Inc. to provide construction management services regarding the Engineering and Planning renovation project at a cost not to exceed \$444,554.00 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 Coleman Goodemote Construction, Inc. to provide construction management services for the Project at the said price, and to pay the cost therefor from the General Fund

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

APPROVED AND AUTHENTICATED this 4th day of March, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022 between the City of Ormond Beach, Florida, and Coleman Goodemote Construction Company, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Engineering and Planning Office Remodel

Project Description: To provide Construction Management services to renovate the engineering and planning office space per design drawings by Hall and Ogle Architects dated June 21, 2024, as detailed in the attached proposal dated November 5, 2024.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Office Remodel	Guaranteed Maximum Price	\$444,554.00
Total Fee Authorized:	Not to Exceed	<u>\$444,554.00</u>

Funding Source: General Fund (301)

Estimated Time for Completion: 4 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
COLEMAN GOODEMOTE
CONSTRUCTION COMPANY, INC.

By: _____
Jason Leslie
Mayor

By: _____
Robert C. Coleman
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.



November 5, 2024

Mr. Alex Schumann
City of Ormond Beach
alex.schumann@ormondbeach.org

Re: City of Ormond Beach Engineering and Planning Renovation

Dear Mr. Schumann:

We are pleased to submit our proposal for the City of Ormond Beach Engineering and Planning Renovation Project as indicated in the exhibits contained herein for a guaranteed maximum price of Four Hundred and Forty Thousand Dollars (\$444,554.00).

We have based our GMP price on the following exhibits which are incorporated into this document:

1. Proposal for the City of Ormond Beach Engineering and Planning Renovations dated 9/25/24.
2. Project Schedule of Values.

Upon receipt of a fully executed contract and required approval of all applicable permits, we anticipate the construction duration to be 112 Calendar Days to substantial completion.

We are available to meet with you at your convenience to discuss the proposal and answer any questions you may have. We appreciate the opportunity to work with you and the City of Ormond Beach on this Project

Respectfully,

Robbie Coleman
Vice President



619 NORTH BEACH STREET
DAYTONA BEACH, FLORIDA 32114
PHONE: (386) 257-3570
FAX: (386) 253-6692
WWW.COLEMANGOODEMOTE.COM

PROPOSAL

DATE: 11/5/24

TO: City of Ormond Beach

PROJECT: City of Ormond Beach Engineering and Planning Renovations

ITEMIZED PROPOSAL

The following is a Proposal to provide General Contractor Services for the interior renovation of the City of Ormond Beach Planning and Engineering Office. The scope of work and pricing is based on the drawings by Hall and Ogle Architecture dated June 21, 2024. The specific scope of work includes the following:

- On-site supervision for the Project as required for completion of the Project.
- Payment and Performance Bond.
- Temporary restrooms.
- Temporary and final cleaning.
- Temporary protection required during construction.
- Interior demolition of existing space.
- Masonry infill of existing exterior door opening.
- Cabinets and countertops as shown.
- Batt and board insulation.
- Doors, frames, and hardware are included as specified.
- Interior glass as shown in the plans.
- Patch exterior stucco at door infill.
- Interior framing and drywall including furring and insulation on exterior walls.
- Carpet and LVT flooring as shown in the plans.
- Epoxy flooring as shown.
- Vinyl base.
- Acoustical ceiling.
- Interior paint throughout and exterior paint of stucco patch (paint will be one panel).
- Interior signage (one sign for each room).
- Fire extinguisher as shown.
- Plumbing as shown in the plans.
- Modification of existing fire sprinkler system to accommodate new layout.
- H.V.A.C. systems as shown in the plans.
- Electrical work including lighting, power, phone/data stub ups, and turn-key fire alarm system.

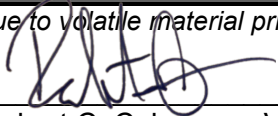
TOTAL GURANTEED MAXIMUM PRICE:

\$444,554.00

We have not included the following items:

- Insurance other than contractor's standard insurance in place.
- Builders risk insurance.
- Building permit fee and all other fees are excluded, including but not limited to City fees, County impact and connection fees, City impact and connection fees, Utility fees, tap fees, etc.
- Hazardous material testing if required.
- Kitchen equipment.
- Furniture and fixtures.
- Low voltage systems are not included. Stub-ups and boxes are included.
- Any work not specifically listed in this proposal.

NOTE: Due to volatile material prices, this proposal is valid for 7 calendar days.

Signed: 
Robert C. Coleman – Vice President

ACCEPTANCE OF PROPOSAL:

The above description of work, pricing and conditions are satisfactory and hereby accepted. You are authorized to proceed with the work.

Signed: _____

Dated: _____

COB - Engineering and Planning Renovation
Schedule of Values

Phase	Description	Value
100	Supervision (16 weeks x \$2,737.81/week)	43,987
113	Misc. Supplies (Material Only)	54
114	Plans and Specifications (Material Only)	109
120	Temporary Toilets	239
150	Temporary and Final Cleaning	11,900
152	Dumpster Fee's	2,390
160	Safety (Material Only)	239
163	Temporary Enclosures	524
170	General Requirments	435
200	Demolition	24,378
400	Masonry	2,321
681	Cabinets an Tops	24,378
710	Insulation	6,788
750	Caulk and Sealants	54
800	Doors, Frames, and Hardware	38,759
831	Storefronts	1,729
900	Stucco	791
901	Drywall	53,290
920	Flooring and Base	21,961
930	Acoustical Ceiling	14,785
940	Painting	17,911
1013	Signs	1,585
1023	Fire Extinguishers	190
1500	Plumbing	4,353
1510	Fire Sprinkler System	8,466
1520	H.V.A.C.	59,035
1600	Electrical	60,147
	Payment and Performance Bond	4,554
	Contractors Overhead (5%)	19,602.50
	Contractors Fee (5%)	19,602.50
	TOTAL	444,554



City of Ormond Beach

AGENDA ITEM

March 4, 2025 - City Commission

Number: 6.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-62
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	The Casements Guild Agreement		
Summary:	This is a lease agreement for The Casements Guild to operate a gift shop at The Casements. The Casements Guild (the Guild) has served as the volunteer group on behalf of The Casements for the City of Ormond Beach since 1979. The Guild, a 501(C)(3) volunteer organization, has operated a gift shop in the northwest corner of the first floor of The Casements for several years. It provides visitors an opportunity to purchase reasonably priced gift items, books, and cards relating to the historic period of The Casements. The shop has a volunteer manager and treasurer that report to The Casements Guild Board, accounting for all expenses and revenues and the payment of all sales taxes to the proper authorities. Beginning in 2002, an annual lease was executed between the City and the Guild for this space. The Guild pays \$1.00 annually for this lease. The net proceeds from the gift shop and the Guild events are a primary source of the donations and improvements made to The Casements each year.		
Financial Impact:	None		
Citizen Impact:	This lease provides a way for citizens to do meaningful volunteer work for their community and the City benefits greatly from their service to the community.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the lease agreement with The Casements Guild for the operation of The Casements Guild Gift Shop.		

Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279	
Attachments:	1. 25-62 Casements Guild Lease (P25-0013G) 2. Casements Guild Lease 2025 (P25-0013G) 3. The Guild Agreement 4. The Guild Insurance Certificate	
Approval:	Kelly McGuire, Finance Director	2/13/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	2/20/2025
	Joyce Shanahan, City Manager	2/24/2025

RESOLUTION NO. 2025-62

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE CASEMENTS GUILD FOR THE CITY OF ORMOND BEACH, 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 Lease Agreement between the City and The Casements Guild For the City of Ormond Beach, Inc., a copy of said Lease Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 4th day of March, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation, (“the City”), and **THE CASEMENTS GUILD FOR THE CITY OF ORMOND BEACH, INC.**, a Florida non-profit corporation (“the Guild”).

WITNESSETH:

NOW THEREFORE, FOR AND IN CONSIDERATION of the covenants, promises, agreements and conditions to be kept and performed by the respective parties hereto, it is hereby mutually stipulated, covenanted and agreed by and between the parties hereto as follows:

1. TERM. The City hereby leases unto the Guild, and the Guild hereby leases from the City, that portion of the Casements building located at 25 Riverside Drive, Ormond Beach, FL 32176, commonly described as the "gift shop" in the Northwest area of the first floor bordered by the front and north entrance lobbies (“the Premises”). The term of this Lease Agreement shall be for one (1) year, from June 1, 2025, through May 31, 2026, inclusive.

2. RENT. The Guild shall pay to the City for its use of the Premises the sum of one (\$1.00) dollar, payable in advance.

3. GENERAL. The Guild shall:

- a.** make no unlawful, improper or offensive use of Premises;
- b.** observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the city and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises;
- c.** not use or permit the use of the Premises for any purpose or purposes other than as a gift shop with proceeds benefiting the Guild;
- d.** not assign this Lease Agreement, or sublet any part of the Premises, without the advance written consent of the City; and

e. quit and deliver up the Premises and all additions, improvements and alterations made to the same at the expiration of the term of this Lease Agreement, or any earlier term thereof, in good condition.

4. MAINTENANCE AND IMPROVEMENTS. The Guild covenants, promises and agrees, at its own expense, to keep and maintain the Premises, including all additions, improvements, and alterations made thereto, in a neat, clean, sanitary, well-painted condition, and good state of repair, throughout the term of this Lease Agreement. The Guild further promises and agrees to provide the City with notice, and receive approval of the City, prior to any structural changes being made in and to the Premises.

5. INSURANCE. The Guild covenants, promises and agrees that it will, at its own expense, purchase and maintain in full force and effect at all times during the term of this Lease Agreement, and any extension thereof, insurance as set forth in Section Two of Resolution No. 2021-144 as approved by the City Commission on September 22, 2021.

a. Fire Insurance. The Premises shall be insured against loss by fire at the highest insurable value, with a loss payable clause to the City. In case of loss by fire, the monies received in respect to such insurance shall be expended to repair and replace such loss.

b. Proof of Insurance. The Guild shall furnish evidence of all required insurance in the form of Certificates of Insurance which shall clearly outline all hazards covered, as itemized above, the amounts of insurance applicable to each hazard, the expiration dates and shall contain the following language as to cancellation:

“In the event of cancellation of this policy by the insurer or any insured, the company shall give not less than thirty (30) days’ advance written notice to:

City Clerk
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277”

If requested by the City, the Guild shall furnish copies of the insurance contracts to support the Certificates of Insurance. In the event such required insurance shall lapse, the City expressly reserves the right to renew the insurance at the expense of the Guild.

6. **INDEMNIFICATION.** To the extent allowed by law, the Guild shall indemnify and hold harmless the City and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of this Lease Agreement, including any claim, damage, loss or expense caused in whole or in part by any negligent act or omission of the Guild or its members, agents or employees or any subcontractor or anyone directly or indirectly employed by any one of them.

7. **DEFAULT.** It is expressly agreed between the parties hereto that, if default should be made in the Guild's performance of any of the covenants, agreements or conditions herein contained, and if such default continues after two (2) weeks' notice in writing to the Guild, this Lease agreement shall thereupon immediately terminate and expire, and it shall be lawful for the City, its successors and assigns, at any time thereafter, at its election, without notice or demand, to reenter the Premises either with or without process of law.

IN WITNESS WHEREOF, the undersigned parties have caused this Lease Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2025.

**Signed, Sealed and Delivered
In the Presence of:**

CITY OF ORMOND BEACH

Name: _____

By: _____

JASON LESLIE

Mayor

Name: _____

Attest: _____

JOYCE A. SHANAHAN

City Manager

DATED this _____ day of _____, 2025.

**Signed, Sealed and Delivered
In the Presence of:**

**THE CASEMENTS GUILD FOR THE
CITY OF ORMOND BEACH, INC.**

Name: _____

By: _____

CHRISTINE DAVENPORT

Title _____

Name: _____

Attest: _____

Title _____

RESOLUTION NO. 2024-21

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE CASEMENTS GUILD FOR THE CITY OF ORMOND BEACH, 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 Lease Agreement between the City and The Casements Guild For the City of Ormond Beach, Inc., a copy of said Lease Agreement being attached hereto and incorporated herein by reference.

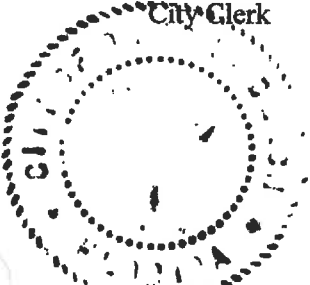
SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 20th day of February, 2024.


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2024\02-20-24\24-21 Casements Guild Lease (P24-0016G).docx

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation, ("the City"), and **THE CASEMENTS GUILD FOR THE CITY OF ORMOND BEACH, INC.**, a Florida non-profit corporation ("the Guild").

WITNESSETH:

NOW THEREFORE, FOR AND IN CONSIDERATION of the covenants, promises, agreements and conditions to be kept and performed by the respective parties hereto, it is hereby mutually stipulated, covenanted and agreed by and between the parties hereto as follows:

1. **TERM.** The City hereby leases unto the Guild, and the Guild hereby leases from the City, that portion of the Casements building located at 25 Riverside Drive, Ormond Beach, FL 32176, commonly described as the "gift shop" in the Northwest area of the first floor bordered by the front and north entrance lobbies ("the Premises"). The term of this Lease Agreement shall be for one (1) year, from June 1, 2024, through May 31, 2025, inclusive.

2. **RENT.** The Guild shall pay to the City for its use of the Premises the sum of one (\$1.00) dollar, payable in advance.

3. **GENERAL.** The Guild shall:

- a. make no unlawful, improper or offensive use of Premises;
- b. observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the city and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises;
- c. not use or permit the use of the Premises for any purpose or purposes other than as a gift shop with proceeds benefiting the Guild;
- d. not assign this Lease Agreement, or sublet any part of the Premises, without the advance written consent of the City; and

e. quit and deliver up the Premises and all additions, improvements and alterations made to the same at the expiration of the term of this Lease Agreement, or any earlier term thereof, in good condition.

4. MAINTENANCE AND IMPROVEMENTS. The Guild covenants, promises and agrees, at its own expense, to keep and maintain the Premises, including all additions, improvements, and alterations made thereto, in a neat, clean, sanitary, well-painted condition, and good state of repair, throughout the term of this Lease Agreement. The Guild further promises and agrees to provide the City with notice, and receive approval of the City, prior to any structural changes being made in and to the Premises.

5. INSURANCE. The Guild covenants, promises and agrees that it will, at its own expense, purchase and maintain in full force and effect at all times during the term of this Lease Agreement, and any extension thereof, insurance as set forth in Section Two of Resolution No. 2021-144 as approved by the City Commission on September 22, 2021.

a. Fire Insurance. The Premises shall be insured against loss by fire at the highest insurable value, with a loss payable clause to the City. In case of loss by fire, the monies received in respect to such insurance shall be expended to repair and replace such loss.

b. Proof of Insurance. The Guild shall furnish evidence of all required insurance in the form of Certificates of Insurance which shall clearly outline all hazards covered, as itemized above, the amounts of insurance applicable to each hazard, the expiration dates and shall contain the following language as to cancellation:

“In the event of cancellation of this policy by the insurer or any insured, the company shall give not less than thirty (30) days’ advance written notice to:

City Clerk
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277”

If requested by the City, the Guild shall furnish copies of the insurance contracts to support the Certificates of Insurance. In the event such required insurance shall lapse, the City expressly reserves the right to renew the insurance at the expense of the Guild.

6. **INDEMNIFICATION.** To the extent allowed by law, the Guild shall indemnify and hold harmless the City and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of this Lease Agreement, including any claim, damage, loss or expense caused in whole or in part by any negligent act or omission of the Guild or its members, agents or employees or any subcontractor or anyone directly or indirectly employed by any one of them.

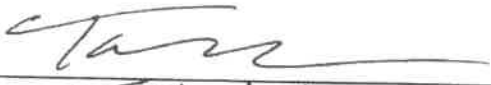
7. **DEFAULT.** It is expressly agreed between the parties hereto that, if default should be made in the Guild's performance of any of the covenants, agreements or conditions herein contained, and if such default continues after two (2) weeks' notice in writing to the Guild, this Lease agreement shall thereupon immediately terminate and expire, and it shall be lawful for the City, its successors and assigns, at any time thereafter, at its election, without notice or demand, to reenter the Premises either with or without process of law.

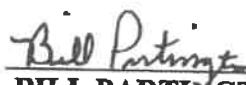
IN WITNESS WHEREOF, the undersigned parties have caused this Lease Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of February, 2024.

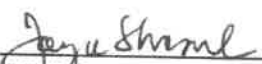
**Signed, Sealed and Delivered
In the Presence of:**

CITY OF ORMOND BEACH


Name: Taylor Lochart

By: 
BILL PARTINGTON
Mayor


Name: Justin Isaacs

Attest: 
JOYCE A. SHANAHAN
City Manager

DATED this 12th day of February, 2024.

**Signed, Sealed and Delivered
In the Presence of:**

Siobhan M Day
Name: SIOBHAN M DAY

Samira Denili
Name: Samira Denili

**THE CASEMENTS GUILD FOR THE
CITY OF ORMOND BEACH, INC.**

By: Christine M Davenport
CHRISTINE DAVENPORT
Title PRESIDENT

Attest: Janie Pennington
Title Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2024

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
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

INSURER(S) AFFORDING COVERAGE

NAIC #

License#: L100460

CASEGUI-01

INSURER A: Auto-Owners Insurance Company

18988

INSURED
The Casements Guild
c/o Treasurer
25 Riverside Dr.
Ormond Beach FL 32176-6520

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 168620877

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		72650792	4/23/2024	4/23/2025	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PRO-JECT ☐ LOC					
	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	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				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 \$

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

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

March 4, 2025 - City Commission

Number: 6.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-63
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Andy Romano Beachfront Park Seawall & ADA Ramp Reconstruction		
Summary:	This is a request for the City Commission to award a bid for the construction of the Andy Romano Beachfront Park & ADA Ramp Reconstruction project, bid number 2025-03 On September 6, 2023, the City Commission accepted a proposal from Zev Cohen & Associates for the design and permitting of the reconstruction project. Zev Cohen and their sub-consultants worked through the lengthy process of permitting these improvements through the Florida Department of Environmental Protection (Sea Turtles) and Federal Emergency Management Agency. This design and construction will integrate a new ADA-compliant ramp into this wall replacement. The proposed ramp will be constructed of concrete and located on the North side of the park to better withstand the effects of tides and hurricanes. On December 31, 2024, bids for the project were opened, and 5 bids were received, ranging from a high of \$3,032,733.90 to a low of \$2,136,309. The low bid was from East Coast Marine Construction & Design, Inc., of Ormond Beach, Florida.		
Financial Impact:	The low bid of \$2,136,309 came in under the Engineer's cost estimate of \$2,860,000. The City expects to receive reimbursement of 87.5% of the repair costs from FEMA and the State of Florida as the damage was the result of Hurricanes Ian and Nicole. Approval of this item will require a budget amendment to allocate funding in Fund 301- General Capital Improvement from General Fund Reserves.		
Citizen Impact:	The proposed design allows for the wall to be installed from the beach, minimizing the impact of construction on park activities and visitors.		

	Portions of the park will be temporarily closed to allow construction of the ADA ramp, stairs, and replacement of the native vegetation.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the bid for the Andy Romano Beachfront Park Seawall & ADA Ramp Repairs project to East Coast Marine Construction & Design., at the contract amount of \$2,136,309.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 25-63 ARB Park Seawall-East Coast Marine (P25-0012G) 2. East Coast Marine Construction and Design 3. BID 2025-03 signed bid tab	
Approval:	Kelly McGuire, Finance Director	2/20/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	2/20/2025
	Joyce Shanahan, City Manager	2/24/2025

RESOLUTION NO. 2025-63

A RESOLUTION ACCEPTING A BID FROM EAST COAST MARINE CONSTRUCTION & DESIGN, INC. FOR CONSTRUCTION SERVICES REGARDING THE ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTRUCTION PROJECT, UNDER BID NO. 2025-03; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-03) regarding construction services for the Andy Romano Beachfront Park seawall and ADA ramp reconstruction project (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the five bids received and have determined that the bid submitted by East Coast Marine Construction & Design, Inc. with a bid in the amount of \$2,136,309.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project will be appropriated to the credit of the General Fund (301) through a budget amendment and will not be appropriated for any other purpose; reimbursement of 87.5% of the repair costs from FEMA is anticipated, 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 East Coast Marine Construction & Design, Inc. to perform the Project at a total cost not to exceed \$2,136,309.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with East Coast Marine Construction & Design, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with East Coast Marine Construction & Design, Inc. 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 4th day of March, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

(original)

SECTION 00300
BID

CONTRACTORS NAME East Coast Marine Construction & Design LICENSE NO. CGC1526550

PROJECT IDENTIFICATION: **ANDY ROMANO BEACHFRONT PARK
SEAWALL & ADA RAMP RECONSTRUCTION**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-03

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

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
<u>12/9/24</u>	<u>1</u>
<u>12/17/24</u>	<u>2</u>
<u>12/26/24</u>	<u>2</u>
<u> </u>	<u> </u>

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

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

Item No.	Description	Qty	Unit	Total Price
1	General Conditions (Mobilization/Demobilization, Bonds, Insurance, Survey, MOT, As-Built Drawings, Permits, Restoration)	1	LS	\$ 64,683.00
2	Site Demo & Site Preparation (Asphalt, Concrete Wall Cap, Stairs, Pavers, Vegetation)	1	LS	\$ 186,226.00
3	Seawall	1	LS	\$ 1,278,795.00
4	Stairs	1	LS	\$ 105,396.00
5	ADA Beach Ramp	1	LS	\$ 273,443.00
6	Landscaping	1	LS	\$ 66,622.00
7	Hardscape	1	LS	\$ 161,144.00

TOTAL BID:

\$ 2,136,309.00
(Figures)

Two Million, One Hundred and Thirty-Six Thousand, Three Hundred and Nine Dollars and zero cents
(Words)

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **180** calendar days after the date when the Contract Time commences to run, and completed within **220** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (**\$500.00**) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of

(1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

(2) a Bid Bond in the amount of 5 percent of the total bid.

(b) Equipment, Material, and Subcontractors List

(c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

(d) Drug Free Workplace Certificate

(e) Conflict, Non-Conflict of Interest, Litigation Statement

(f) Verification of Employment Status Using E-Verify System

(g) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

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

Mailing Address: 150 S. Palmetto Ave. Suite 201
Street Address: 150 S. Palmetto Ave. Suite 201
City, State, Zip Code: Daytona Beach, Fl. 32114
Email: john@eastcoastmarineconstruction.com
Telephone No.: 386-777-7440 Fax No.: n/a

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on 12/10, 20 24.

If BIDDER is:

An Individual

By N/A
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

N/A

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

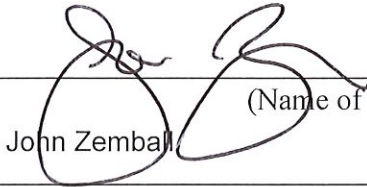
By East Coast Marine Construction & Design

(Corporation Name)

Florida

(State of Incorporation)

By



(Name of Person Authorized to Sign - Signature)

John Zembala

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

President

(Title)

(Corporate Seal)

Attest

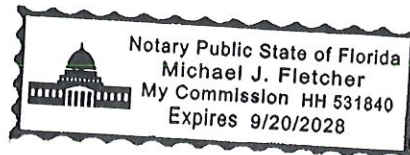


Business address: 150 S. Palmetto Ave. Suite 201

Daytona Beach, Fl. 32114

Phone No.: 386-777-7440

Fax No.: n/a



BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

N/A

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
concrete	Preferred Materials
rebar	HD Supply
Form materials	HD Supply

Subcontractors:

Work Classification: Lanscaping

Name: Atlas and Arbor

Address: 1648 Taylor Rd. Suite 481. Port Orange, Fl. 32128

Phone Number: 386-212-4828

Fax Number: n/a

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Handrails

Name: AAA Fence

Address: 801 Orange Ave. Daytona Beach, Fl. 32114

Phone Number: 386-253-4212 Fax Number: n/a

Work Classification: Pavers

Name: Pinnacle Pavers

Address: 352 S. Yonge St. Ormond Beach, Fl. 32174

Phone Number: 386-492-7627 Fax Number: n/a

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

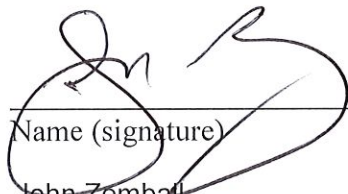
If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>0</u>	L.F.	<u> </u>	<u>n/a</u>
2. Sheeting/Shoring	<u>0</u>	S.F.	<u> </u>	<u>n/a</u>



Name (signature)
John Zembal

Name (typed or printed)
President

Title

12/9/24

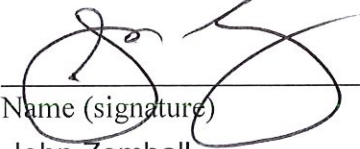
Date

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

 _____ Name (signature)	12/9/24 _____ Date
John Zemball _____ Name (typed or printed)	
President _____ Title	

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
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.

East Coast Marine Construction & Design

COMPANY NAME

AUTHORIZED SIGNATURE

John Zemball

NAME (PRINT OR TYPE)

President

TITLE

12/10/24

DATE

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

East Coast Marine Construction & Design

COMPANY NAME

AUTHORIZED SIGNATURE

John Zembal

NAME (PRINT OR TYPE)

President

TITLE

12/10/24

DATE

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

**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 President of East Coast Marine Construction & Design
(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: 12/10, 2024 Signed: [Signature]

Title: President Print Name: John Zemball

Entity: East Coast Marine Construction & Design

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 10th day of December, 2024,

by John Zemball and who:

☒ Is personally known to me; or ☐ has produced FL. DL.
as identification.

Michael J. Fletcher

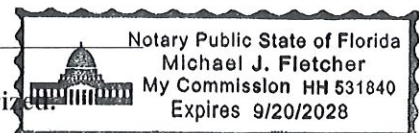
Notary Public, State of Florida at Large:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: 9/20/28

This page must be completed & notarized
END OF BID



[Signature]

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

East Coast Marine Construction & Design, Inc.
(hereinafter called *Principal*) and

Employers Mutual Casualty Company
(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State of
IA with its principal offices in the County of
Polk County, IA, and authorized to do business in the State of Florida, in the full and just
sum of Five Percent of Amount Bid-----
----- Dollars (\$ -----(5%)-----) good and lawful money of the
United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment
well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and
severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach,
Florida, a bid for work to be done on the **Andy Romano Beachfront Park Seawall & ADA Ramp
Reconstruction (Bid No. 2025-03** in, and for the City and

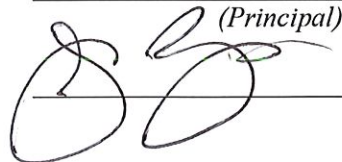
WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or
cashier's check otherwise required to accompany this Bid.

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly
signed and sealed this 10th day December, 2024.

East Coast Marine Construction & Design, Inc.
(Principal)

By: _____



ATTEST:

Elizabeth Womack
Elizabeth Womack (SEAL) Witness

Employers Mutual Casualty Company
(Surety)

By: _____

Jeffrey W. Reich
Jeffrey W. Reich*, Attorney-In-Fact &
FL Licensed Resident Agent
*Inquiries: 407-786-7770

**END OF SECTION
00410 - 1**

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Jeffrey W. Reich

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond
Principal : East Coast Marine Construction & Design, Inc.
Obligee : City of Ormond Beach, Florida

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

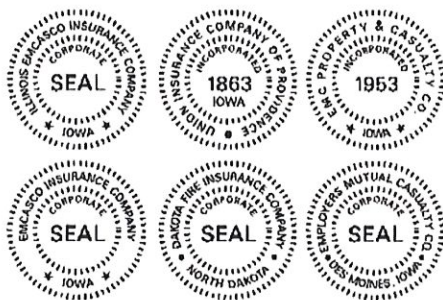
AUTHORITY FOR POWER OF ATTORNEY

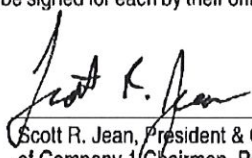
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals




Scott R. Jean, President & CEO
of Company 1 (Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

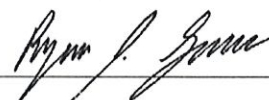
My Commission Expires October 10, 2025.


Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of December, 2024.

 Vice President



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ZEMBALL, JOHN W III

EAST COAST MARINE CONSTRUCTION & DESIGN, INC.

150 S. PALMETTO AVE STE 201
DAYTONA BEACH FL 32114

LICENSE NUMBER: CGC1526550

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/25/2024

Do not alter this document in any form.

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



My Company Account

My Company Profile

Company Information

Company Name	Doing Business As (DBA) Name
East Coast Marine Construction and Design, Inc.	East Coast Marine Construction and Design, Inc.
Company ID	Enrollment Date
2292730	Oct 10, 2023
Employer Identification Number (EIN)	Unique Entity Identifier (UEI)
824168719	---
DUNS Number	Total Number of Employees
---	10 to 19
NAICS Code	Sector
237	Construction
Subsector	
Heavy and Civil Engineering Construction	

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

150 S. Palmetto
201
Daytona Beach, FL 32114

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	East Coast Marine Construction and Design, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)		
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
6 Address (number, street, and apt. or suite no.). See instructions.		
150 S. Palmetto Avenue, Suite 201		
6 City, state, and ZIP code		
Daytona Beach, FL 32114		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

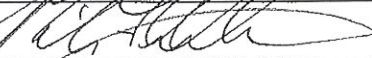
Social security number								
			-					
or								
Employer identification number								
8	2	-	4	1	6	8	7	1 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 7/23/24
------------------	--	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



GC1526550

Office: (386) 366-0164

Email: Eastcoastmarineconstruction@gmail.com

150 S. Palmetto Ave. STE 201 Daytona Beach, FL 32114

Seawall Projects

Owner: Hawaiian Inn Beach Resort Condominium Association, Inc.

Project Location: 2301 S. Atlantic Ave.

City: Daytona Beach. 32114

State: Florida

Point of contact: Gary Fedononko

Phone Number: 352-255-3929

Email: semanagement@aol.com

Project Name: Hawaiian Inn Building Stabilization and Seawall

Date of Work: October 2023

Contract Amount: \$ 1,993,461.37

Description: Stabilized building before and during a Hurricane. Demolition and Removal of failed and damaged structures. Installation of a steel sheet pile seawall with tiebacks and a concrete cap with handrails. Installation of 1980 tons of beach compatible sand. Installation of flowable fill under the pool area. Site restoration of 30,289 SF. Installation of a timber beach access ramp.

Owner: White Surf Condominium

Project Location: 355 S. Atlantic Ave.

City: Daytona Beach. 32114

State: Florida

Point of contact: Laurel Beaver

Phone Number: 386-761-6920

Email: whitesurfcondominium@gmail.com

Project Name: White Surf Seawall

Date of Work: October 2023

Contract Amount: \$ 1,244,557.61

Description: Installation of steel sheet pile seawall with concrete cap, helical tie back anchors, drainage field, Handrails, Import and install 4,000 tons of beach compatible sand. Site Restoration of 20,000 SF. Installation of timber Dune walkover.

Owner: St. Maarten Condominium Inc.

Project Location: 2403 S. Atlantic Ave.

City: Daytona Beach

State: Florida

Point of contact: Steven Mckee

Phone Number: 904-535-8484

Email: Steve.mckee@icloud.com

Project Name: St. Maarten Seawall Replacement

Date of Work: January 2023

Contract Amount: \$ 1,739,658.62

Description: Permitting and Design of a replacement seawall. Removal of remaining debris and existing seawall structure. 490 LF of FRP composite sheet pile wall with concrete cap and helical tiebacks. 4" jet filters installed. 4,224 tons of beach compatible sand imported and placed on site. Site restoration of 25,900 SF including sod and irrigation. Installation of Timber Dune walkover.

Owner: Gold Mountain Investment LLC D/B/A Sandcastle Motel

Project Location: 3619 S. Atlantic Ave.

City: Daytona Beach

State: Florida

Point of contact:

Phone Number: 415-681-6300

Email: sandcastle.office@gmail.com

Project Name: Sandcastle Seawall Replacement

Date of Work: October 2023

Contract Amount: \$ 447,647.62

Description: Removal of existing seawall that had failed during the storms. Permitting and design of a new seawall. Installation of 125 LF of Steel Sheet pile wall with concrete cap and helical anchors. Installation of 4" jet filters. Importing and placement of 480 tons of beach compatible sand. 1,200 SF of Sod placement. Installation of Timber Dune walkover.



Date & Time: December 31, 2024 2:00 PM

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Kelly McGuire
Purchasing Coordinator

Opened by: April Martti
Engineering Projects Coordinator



City of Ormond Beach

AGENDA ITEM

March 4, 2025 - City Commission

Number: 6.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-64
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - Ormond Crossing Bridge Plan Review		
Summary:	This is a request to authorize Kimley-Horn and Associates, a structural engineering continuing consultant, to review the design for a bridge flyover of the Florida East Coast (FEC) railroad at Pine Tree Drive as part of the Ormond Crossings development, with a fee amount of \$34,610. The Ormond Crossings development agreement and order requires 2 bridge flyovers of the FEC railroad located at Pine Tree Drive and the planned extension of Tymber Creek Road, north of Destination Daytona Lane to connect to US Highway 1. The Tymber Creek Road bridge flyover will be permitted and owned by Volusia County. Ormond Beach is the permitting entity and owner of the bridge flyover at Pine Tree Drive and a structural engineer is needed to review the bridge design. The Pine Tree Drive bridge flyover will lead to the industrial/commerce section of the Ormond Crossings development.		
Financial Impact:	The structural design review will be funded by the Ormond Crossings Fund (106). The project developer is responsible for the review costs associated with the structural bridge review, and will be billed by the City for reimbursement of this expense. A budget amendment will be necessary to appropriate funding.		
Citizen Impact:	The goal of this item is to ensure a structural review of the bridge design for the safety of the improvement. The cost of the review of the bridge flyover would be the responsibility of the project developer and no citizen impact is anticipated.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization to Kimley-Horn and Associates, in the amount of \$34,610 for a review of the design of a bridge flyover of the Florida East Coast railroad at Pine Tree Drive, as part of the Ormond Crossings development.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302 Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-64 OC Flyover Bridge-KimleyHorn (P25-0016G) 2. Kimley-Horn Work Authorization	
Approval:	Kelly McGuire, Finance Director	2/13/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	2/19/2025
	Joyce Shanahan, City Manager	2/20/2025

RESOLUTION NO. 2025-64

A RESOLUTION ACCEPTING A PROPOSAL FROM KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES TO REVIEW DESIGN PLANS FOR THE ORMOND CROSSINGS FLYOVER BRIDGE; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Kimley-Horn and Associates, Inc., an engineering firm under continuing contract with the City, to provide professional services to review design plans for the Ormond Crossings flyover bridge as part of the Ormond Crossings connector road east 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 Kimley-Horn and Associates, Inc. to provide professional services for the aforescribed project at a cost not to exceed \$34,610.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Ormond Crossings Fund (106) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Kimley-Horn and Associates, Inc. to provide professional services to review design plans for the Ormond Crossings flyover bridge at a cost not to exceed 34,610.00 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 Kimley-Horn and Associates, Inc. to provide professional services for the Project at the said price, and to pay the cost therefor from the Ormond Crossings Fund

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

APPROVED AND AUTHENTICATED this 4th day of March, 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 Kimley-Horn And Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Ormond Crossings Flyover Bridge Pine Tree Drive & US1 - Plans Review

Project Description: To review the contract plans and associated design calculations for Phase I (30%) through Phase IV (100%) for the Ormond Crossings US1 Connector Road East project, as detailed in the attached proposal dated January 7, 2025.

Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Roadway/Drainage Plans Review	Fixed Fee	\$20,240.00
Structures Plan Review	Fixed Fee	\$14,370.00
Total Fee Authorized:	Not to Exceed	<u>\$34,610.00</u>

Funding Source: Ormond Crossings Fund (106)

Estimated Time for Completion: 60 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Jason Leslie
Mayor

By: _____
Joseph P. Mecca, P.E.
Senior 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.



01-07-2025

Alex Schumann
City Engineer
City of Ormond Beach
22 S. Beach St.
Ormond Beach, FL 32174

INDIVIDUAL PROJECT ORDER NUMBER

MSA 2023-16 ORMOND CROSSING PLANS REVIEW

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Ormond Beach (the Client) in accordance with the terms of the Master Consultant Agreement for Professional Engineering Services dated May 21st, 2024 which is incorporated herein by reference.

Identification of Project:

Project Name: Ormond Crossing Contract Documents Review

KH Project Manager: Joseph A. Roberts Jr.

Specific scope of basic Services:

The scope of services includes review of the following Contract Plans and Associated design calculations for Phase I (30%) thru Phase IV (100%) of the Ormond Crossings US-1 Connector Road East project:

- Roadway Plans
- Bridge Structure Plans
- Signing and Pavement Marking Plans
- Construction Cost Estimate
- Associated Design Calculations for Roadway Plans, Bridge Plans, Retaining Walls and Drainage Calculations

Design review will be limited to general review for compliance with the following standards:

- Florida Green Book, 2018

- AASHTO LRFD Bridge Design Specifications (9th Edition)
- FDOT Structure Manual, January 2024
- FDOT Design Manual, January 2024
- FDOT Drainage Manual, January 2024
- FDOT Standard Specifications for Road and Bridge Construction, January 2023
- Standard Plans for Road and Bridge Construction, FY2024-25

This limited review may not disclose all errors or omissions that might be in the plans and calculations but is intended merely to provide the Client with a greater degree of confidence that the plans have been prepared in accordance with applicable professional standards of care and are suitable for bidding. By conducting this limited evaluation, the Consultant is not assuming responsibility for the content and accuracy of the plans.

Schedule:

The Consultant will provide written documentation of the review comments to the Client 10 business days after receipt of the submittal for review or notice to proceed if submittal has already been provided. Should a comment response review be requested the Consultant will have 5 business days from receipt of comment responses to respond.

Deliverables:

The Consultant will provide a pdf document, 8 1/2"x11" standard letter format as well as an excel document detailing the findings of each review.

The rest of this page is intentionally left blank

Terms of compensation:

Kimley-Horn will perform the services in the specific scope of basic services for the lump sum total fee of \$34,610, inclusive of expenses. Invoices will be billed on a percent complete basis. A fee breakdown can be found in the following table.

Task	Fee
Roadway/Drainage/Signing Plans Review	\$20,240
Structures Review	\$14,370
Construction Cost Estimate Review	Included in disciplines
Project Total	\$34,610

ORMOND CROSSING PLANS REVIEW - STAFF HOUR ESTIMATE														
Task	Senior Professional 2		Senior Professional 1		Professional		Analyst 1		Technical Support		Support Staff		KH Labor	
	Rate/Hours	\$ 350.00	Rate/Hours	\$ 260.00	Rate/Hours	\$ 200.00	Rate/Hours	\$ 130.00	Rate/Hours	\$ 150.00	Rate/Hours	\$ 95.00	totals	
Roadway/Drainage Plans Review														
Phase I		\$ -	8	\$ 2,080.00	6	\$ 1,200.00	8	\$ 1,040.00		\$ -		\$ -	22	\$ 4,320.00
Phase II		\$ -	10	\$ 2,600.00	12	\$ 2,400.00	16	\$ 2,080.00		\$ -		\$ -	38	\$ 7,080.00
Phase III		\$ -	10	\$ 2,600.00	10	\$ 2,000.00	15	\$ 1,950.00		\$ -		\$ -	35	\$ 6,550.00
Phase IV		\$ -	3	\$ 780.00	3	\$ 600.00	7	\$ 910.00		\$ -		\$ -	13	\$ 2,290.00
Structures Plans Review														
Phase I		\$ -	5	\$ 1,300.00	10	\$ 2,000.00	10	\$ 1,300.00		\$ -		\$ -	25	\$ 4,600.00
Phase II		\$ -	5	\$ 1,300.00	5	\$ 1,000.00	5	\$ 650.00		\$ -		\$ -	15	\$ 2,950.00
Phase III		\$ -	5	\$ 1,300.00	10	\$ 2,000.00	15	\$ 1,950.00		\$ -		\$ -	30	\$ 5,250.00
Phase IV		\$ -	2	\$ 520.00	2	\$ 400.00	5	\$ 650.00		\$ -		\$ -	9	\$ 1,570.00
Total													187	\$ 34,610.00



City of Ormond Beach

AGENDA ITEM

March 4, 2025 - City Commission

Number: 6.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-65
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Emergency Procurement - Hurricane Milton Repairs to Magic Forest Playground		
Summary:	This is an agenda item to inform the City Commission of an emergency expenditure in response to the aftermath of Hurricane Milton. On October 8–9, 2024, Hurricane Milton affected Ormond Beach. A prolonged period of wind and rain caused damage to many elements of the City's infrastructure, including the Magic Forest Playground, located at the Nova Recreation Facility. This unique playground was built through the collective efforts of community volunteers alongside professional contractors. Since its opening, the Magic Forest playground has been a local landmark and the flagship playground in the City's park system. During the hurricane, driving winds and falling trees caused substantial damage to the playground, requiring the closure of the structure to ensure public safety. The need to act in an expedited manner due to the importance of this facility to the community, and multiple observations of users circumventing temporary fencing to access the damaged play structure, serve as the basis for this emergency procurement. Kona Construction, having played an integral role in the original design and construction of the Magic Forest playground, proved to be the most efficient choice to properly restore the structure and reopen the playground for the use and enjoyment of residents for many years to come. Additional inspections were conducted on-site with representatives from the Florida Department of Emergency Management to identify items that would be eligible for reimbursement from FEMA. It is		

	anticipated eligible items represent approximately \$40,000 of the total \$119,500 proposal. Staff will work with Kona and document those costs associated with storm damage repair in order to maximize FEMA reimbursement. All items in the proposal are necessary for the safe re-opening of the playground. Staff began oversight of this construction in late January, and it is anticipated the completion and reopening of the park will be complete in the forthcoming weeks.						
Financial Impact:	The cost of \$119,500 was not included in the Fiscal Year 2024-25 budget. A budget amendment will be needed in transfer General Fund reserves to Fund 317-Facilities Renewal and Replacement. This project is eligible for partial storm reimbursement from FEMA; it is anticipated this reimbursement will total approximately \$40,000 of the total project cost.						
Citizen Impact:	The Magic Forest playground is an Ormond Beach landmark facility, reopening of this playground contributes to the quality of life of families throughout the City.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of this emergency procurement to Kona Construction Services, LLC.						
Staff Contact:	Shawn Finley, Assistant City Manager, (386) 676-3292						
Attachments:	1. 25-65 Kona Constr-playground (P25-0008G) 2. Kona Constr agreement						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>2/20/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>2/20/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>2/24/2025</td> </tr> </table>	Kelly McGuire, Finance Director	2/20/2025	Claire Whitley/Shawn Finley, Assistant City Manager	2/20/2025	Joyce Shanahan, City Manager	2/24/2025
Kelly McGuire, Finance Director	2/20/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	2/20/2025						
Joyce Shanahan, City Manager	2/24/2025						

RESOLUTION NO. 2025-65

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM KONA CONSTRUCTION SERVICE, LLC FOR CONSTRUCTION SERVICES AT THE MAGIC FOREST PLAYGROUND; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, as a result of Hurricane Milton some structures at the Magic Forest Playground were damaged; and despite being roped off, parents and children are still attempting to access the playground, making it necessary to immediately repair the damaged structures, and

WHEREAS, Section 2-300(h), *Code of Ordinances*, allows the City to make emergency procurements of supplies, services or construction when there exists a threat to public health, welfare or safety, and

WHEREAS, due to the concern for public safety, the City's staff determined that it was in the best interest of the City of Ormond Beach and the general public to accept a proposal from Kona Construction Services, LLC for construction services at a cost of \$119,500.00 (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the services will be appropriated to the credit of the Facilities Renewal and Replacement Fund (317) through a budget amendment and will not be appropriated for any other purpose; it is anticipated that some reimbursement is expected from FEMA, now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms the emergency procurement of services from Kona Construction Services, LLC to provide construction services to repair damaged structures at the Magic Forest Playground and the expenditure of funds from the Facilities Renewal and Replacement Fund in the amount of \$119,500.00.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute a contract with Kona Construction Services, LLC for the aforementioned services.

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

APPROVED AND AUTHENTICATED this 4th day of March, 2025.

JASON LESLIE
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 **Kona Construction Services, LLC** ("Contractor"), 100 E. Granada Blvd., Suite 215D, Ormond Beach, FL 32176, 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 Scope of Work for construction services to repair playground structures at the Magic Forest Playground located at 440 Nova Road, Ormond Beach, FL 32174 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 will remain in effect through the completion of the installation of all playground equipment (estimated duration of project is six (6) weeks).
3. **Consideration.** Contractor shall provide the equipment and perform the services for the total sum of \$119,500.00 as set forth on the attached exhibit as follows: \$40,000.00 upon completion of Phase 1 Tasks; \$30,000.00 upon completion of Phase 2 Tasks; \$25,000.00 upon completion of Phase 3 Tasks and \$24,500 upon completion of Phase 4 Tasks and the City's final acceptance inspection. 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". The project is estimated to reach final completion at six weeks from notice to proceed.
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

Kona Construction Services, LLC
Michael J. Bowen
100 E. Granada Blvd., Suite 215D
Ormond Beach, FL 32176

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of

this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.
27. **Warranty.** Contractor shall replace, correct or repair any work not in accordance with the contract documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of five (5) years from the date of final acceptance of the work.
28. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
JASON LESLIE
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this ____ day of _____, 2025.

Witnesses:

KONA CONSTRUCTION SERVICES, LLC

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

EXHIBIT "A"

Scope of Work

Magic Forest Playground - Phase 1 Tasks- \$40,000.00

1. **Safety Measures:**
 - Install orange safety fences around designated construction areas to ensure public safety.
 2. **Preparation:**
 - Arrange for a **POD** to store tools and supplies needed for the project.
 3. **Demolition:**
 - Begin demolition of the entrance area, focusing on sections with tree damage.
 - Remove walkways as specified during the pre construction walk-through.
 4. **Material Procurement:**
 - Purchase all required connectors, including stainless screws in multiple sizes and types.
 - Order clubhouse decking for walkways.
 - Acquire lumber for the structure at the entrance.
 5. **Construction:**
 - Begin framing the rebuild of the entrance section that was demolished.
 6. **Labor and Supervision:**
 - Provide partial labor and supervision for all Phase 1 activities.
-

Magic Forest Playground - Phase 2 Tasks- \$30,000.00

1. **Fence Repairs and Replacement:**
 - Inspect fences for damage and perform necessary repairs or replacements.
 - Purchase materials required for fence repair and replacement.
 2. **Roof Installation:**
 - Procure materials for shaker-style roof shingles.
 3. **Playground Structure Rebuild:**
 - Rebuild the **school bus** and **fire truck** play structures.
 - Purchase materials needed for rebuilding the school bus and fire truck.
 4. **Seating Repairs:**
 - Replace or repair multiple bench seats throughout the playground.
 5. **Framing and Labor:**
 - Provide framing labor for all structural repairs and rebuilds.
 - Ensure supervision for quality and safety across all tasks.
-

Magic Forest Playground - Phase 3 Tasks- \$25,000.00

1. **Roof Installation:**
 - Perform labor for installing a new shaker-style roof on the designated structures.
 2. **Equipment Rental:**
 - Arrange for a lift to provide access for roof installation.
 3. **Maintenance:**
 - Pressure wash all existing structures to clean and prepare them for further work or use.
 4. **Labor and Supervision:**
 - Provide labor and supervision for all Phase 2 tasks to ensure quality and safety.
-

Magic Forest Playground - Phase 4 Tasks- \$24,500.00

1. Paint labor and materials.
2. Repaint all Structures & Deco Items.
3. Replace rockwall rocks.
4. Clean Up.

If the total value of the contract exceeds \$119,500.00, we will ensure that the additional scope & cost associated with it is discussed with you in advance. No work beyond the agreed amount will commence without prior discussion and formal approval.



City of Ormond Beach

AGENDA ITEM

March 4, 2025 - City Commission

Number: 6.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-66
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Emergency Procurement - Nova Community Center Activity Room		
Summary:	This item is to inform the Commission of an emergency expenditure in response to water intrusion in the Nova Community Center activity room. On December 16, 2024, a noticeable amount of standing water was discovered underneath the wood flooring in the activity room, requiring immediate remediation work. The floor was removed to prevent mold growth, leak detection was performed to ensure no further damage, and the plumbing lines were repaired behind the cabinetry. The activity room has been dried out and the stage and wall have been removed to allow proper installation of the new floor. Once the floor is completed, the stage and wall will be reinstalled. The quote from Southeastern Surfaces & Equipment for removing and replacing the floor is \$45,797.31. Additional work by other vendors consisting of removing and replacement of a wall, stage and cabinetry for proper installation of the new flooring will be needed. Given this, staff has projected the total project cost to be approximately \$65,000. Should additional repairs be needed, staff will bring an amendment for this project before the City Commission for approval.		
Financial Impact:	The project cost of \$65,000 was not included in the Fiscal Year 2024-25 budget. An amendment will be needed to transfer funding from General Fund reserves to Fund 317-Facilities Renewal and Replacement.		
Citizen Impact:	The Nova Community Recreation Center offers an array of activities for the citizens. The activity room plays a role in many of the programs and overall function of the facility.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of this emergency expenditure for the repairs needed for the Nova Community Center Activity Room.	
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279	
Attachments:	1. 25-66 Nova Activity Room- SE Surfaces (P25-0004G) 2. Nova Rec Center Water Damage	
Approval:	Kelly McGuire, Finance Director	2/20/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	2/20/2025
	Joyce Shanahan, City Manager	2/24/2025

RESOLUTION NO. 2025-66

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM SOUTHEASTERN SURFACES & EQUIPMENT FOR CONSTRUCTION SERVICES AT THE NOVA COMMUNITY CENTER ACTIVITY ROOM; AUTHORIZING THE EXECUTION OF A QUOTATION AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in December 2024, it was discovered that there was standing water under the wood flooring in the activity room at the Nova Community Center, which required immediate removal to mitigate any further damage and mold growth, and

WHEREAS, Section 2-300(h), *Code of Ordinances*, allows the City to make emergency procurements of supplies, services or construction when there exists a threat to public health, welfare or safety, and

WHEREAS, due to the concern for public safety, the City's staff determined that it was in the best interest of the City of Ormond Beach and the general public to accept a quote from Southeastern Surfaces & Equipment for construction services to remove and replace the flooring at a cost of \$45,797.31 (a copy of said Quotation is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the services will be appropriated to the credit of the Facilities Renewal and Replacement Fund (317) 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 City Commission hereby ratifies and affirms the emergency procurement of services from Southeastern Surfaces & Equipment to provide construction services to remove and repair the flooring in the activity room at the Nova Community Center and the expenditure of funds from the Facilities Renewal and Replacement Fund in the amount of \$45,797.31.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute a Quotation with Southeastern Surfaces & Equipment for the aforescribed services.

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

APPROVED AND AUTHENTICATED this 4th day of March, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

QUOTATION

TO: David Lisicki

DATE: 2/3/2025

PHONE:

FAX:

Attn:

QUOTE #:

PROJECT: Nova Rec Activity Center
--

Remove existing water damaged flooring
..... \$5,000.00

Replace 2,000sf water damaged flooring in Activity center
..... \$40,797.31

Scope of Work

Remove existing flooring system down to concrete slab. Allow slab to dry out and correct issue resulting in water intrusion

Replace wood flooring with padded plywood with 3/8" pads and Third Grade Maple flooring

Sand, seal and apply two coats of oil based sealer

Install new vented cove base

Heather Nighman

Heather Nighman
Southeastern Surfaces & Equipment
569 Canal Street
New Smyrna Beach, FL 32168
Phone: 386-428-8875
Fax: 386-428-8767
hnighman@sseteam.com





SOUTHEASTERN SURFACES & EQUIPMENT

Florida State Certified M/WBE
Florida State Certified General Contractor – CGC 012423

Notes:

- We accept Visa, Master Card and American Express. Payments made using an American Express card will require an additional fee of 2.5%.
- Sales/Use taxes are NOT INCLUDED in above bid amount.
- 50% Deposit required at time of Order. Balance due on completion, with prior approved credit.
- Payment and Performance Bonds are NOT INCLUDED in the above price. Add 1% for our standard bond form. If alternate bond forms are required there may be an additional cost and the forms will be subject to approval by our bonding company.
- Removal and disposal of existing equipment or materials is NOT INCLUDED.
- Materials stored at owner or GC's request will incur storage fees and handling charges.
- All electrical service requirements, including conduit, wiring and/or final hook which may be required shall be provided by electrical subcontractor.
- Hoisting for non-ground floor access, unless specifically indicated above is not included.
- 100% Restocking fee on all returned material.
- Permits, if required, are not included and shall be provided by others at others expense.
- **Athletic Equipment** – We exclude all overhead support beams. Cradles, other accessories (i.e. height adjusters, safe straps, etc.), shot clocks, or finish painting are not included unless specifically indicated above.
- **Audience Seating** – Aisle lights, "special/custom/designer" (other than standard) fabrics, flooring finishes, other accessories (i.e. Tablet arms, donor plates, etc.), loose seating (i.e. folding chairs), or finished caps for floor anchors are not included unless specifically indicated above.
- **Exterior Grandstands** – All site work including clearing, grading or leveling is excluded. Concrete slabs which may be required beneath the grandstands are not included.
- **Flooring** -- Concrete slab must be level to 1/8" in a 10' radius and dry to 4.5# per 1,000 Sq.Ft. as tested by Calcium Chloride dry crystal testing methods. All slab prep work, including leveling, and associated cost is by others. Moisture test results must be provided to SSE prior to scheduling of crew to jobsite by others and at others expense. Thresholds, reducers, base and removal/reinstallation of anything on the floor (i.e. bleachers or floor inserts) which may be required are excluded unless specifically included above.
 - **For Wood flooring contracts only:** GC shall provide subcontractor with electrical service for floor sanders – 208 v./3phase/100 amps.
 - **For Synthetic flooring contracts only:** No concrete sealers or curing compounds are to be applied or mixed with the subfloors.
- **Operable Partitions** – GC to provide pre-punched overhead support beams to support the operable partitions. Sway bracing, sound plenums, blocking at wall and jamb, lock cylinders, pass doors, pocket doors, other accessories (i.e. marker boards), or caulking are not included unless specifically indicated above.
- **Telescopic Bleachers** – All electrical connections including manual disconnect shall be provided by electrical subcontractor.
- This quotation is good for 60 days and subject to delivery and installation in six months.

TERMS AND CONDITIONS

- **FINANCE CHARGES** Purchaser will receive monthly statements; however, payment is due upon receipt of original invoice. If the balance shown on a monthly statement is not paid before the 30th day of the same month, interest will accrue on the unpaid amount at the highest rate allowable by Florida law.
- **PERSONAL JURISDICTION** Any judicial proceeding by the Purchaser against the Seller or the Seller against the Purchaser involving, directly or indirectly, any matter in any way arising out of related to, or connected with this agreement or any other credit document shall be brought in the courts of the State of Florida, County of Volusia, and the parties accept exclusive personal jurisdiction of these courts for the purpose of any suit, action or proceeding. In addition, the parties knowingly, intentionally, and irrevocably waive to the fullest extent permitted by law, any objection which they may now or later have to the laying of venue of any suit, action or proceeding arising out of relating to this agreement, or any judgment entered by any court brought in the State of Florida. Further, both parties intentionally and irrevocably waive



P.O. Box 602 • 569 Canal Street • New Smyrna Beach • Florida • 32170
Phone: (386) 428-8875 • Fax: (386) 428-8767
www.sseteam.com





*Florida State Certified M/WBE
Florida State Certified General Contractor – CGC 012423*

-
- any claim that any suit, action or proceeding brought in the State of Florida, County of Volusia, has been brought in an inconvenient forum.
 - ATTORNEY'S FEES If Seller employs an attorney to enforce any provision of this Quotation or invoice, or to defend any action brought by Purchaser, its agents or employees against Seller, whether the action sounds in contract, in tort or otherwise, or to collect any payment due to Seller from Purchaser whether or not suit is instituted, Seller will be entitled to recover from Purchaser all costs and expenses incurred including a reasonable attorney's fee.
 - VENUE/JURY TRIAL/INTEREST Purchaser will pay interest on all monies due to Seller at the highest lawful contract rate. Purchaser WAIVES ANY RIGHT TO JURY TRIAL in any action brought by or against Purchaser involving Seller regardless of whether the claim sounds in contract, in tort or otherwise, or is in any proceeding related, ancillary or supplementary to this Application. Purchaser waives any right of venue and agrees that any legal action or arbitration proceeding between Purchaser and Seller regardless of whether it sounds in contract, in tort or otherwise, will be brought in a state court of competent jurisdiction located in Volusia County, Florida.
 -

SIGNATURE

TITLE

DATE



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City of Ormond Beach

AGENDA ITEM

March 4, 2025 - City Commission

Number: 6.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-67
Strategic Goal:	Public Safety - Other		
Department:	Public Works - Fleet Management		
Subject:	Request to Purchase Patrol Vehicle Lighting Packages		
Summary:	This is a request to purchase six (6) Emergency Lighting packages and installation pursuant to Resolution No. 2022-73 (ITB 2022-20) Emergency Lighting Packages. On January 7, 2025, the City Commission approved the purchase of six Ford Interceptor Patrol Pursuant vehicles by Resolution 2025-25. The vehicles are purchased without emergency lighting, sirens and prisoner cages, and associated equipment. The equipment is to be purchased from and installed by the City's approved vendor for emergency lighting packages, Dana Safety Supply, Inc., Deland FL. The price of the Emergency Lighting Package is \$13,712.96 per vehicle for a total of \$82,277.76 for the six vehicles.		
Financial Impact:	Funding in the amount of \$82,277.76 was included in the Fiscal Year 2024-25 budget within Fund 305 - Public Safety Vehicle & Equipment Replacement.		
Citizen Impact:	It is beneficial to the citizens and visitors to Ormond Beach for the police vehicles to be properly equipped.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the purchase and installation of six Emergency Vehicle Lighting Packages from Dana Safety Supply, Inc., to outfit the six recently purchased 2025 Ford Police Interceptor vehicles.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		
Attachments:	25-67 Dana Safety - emerg lights (P25-0015G) - WORK AUTHORIZATION 2022-20 Emergency Lighting 2025		

	3. Sales Quote 559616
Approval:	Kelly McGuire, Finance Director 2/20/2025 Claire Whitley/Shawn Finley, Assistant City Manager 2/20/2025 Joyce Shanahan, City Manager 2/24/2025

RESOLUTION NO. 2025-67

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION FOR THE PURCHASE OF SIX LIGHT BAR PACKAGES FROM DANA SAFETY SUPPLY, INC; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2022-20) for the provision of emergency light bar packages on an as-needed basis pursuant to section 2-300, *Code of Ordinances*, and awarded an Agreement to Dana Safety Supply, Inc. (“Agreement”), and

WHEREAS, at this time, the City desires to purchase six Ford Police Interceptor emergency light bar packages at a cost of \$13,712.96 per package, for a total purchase of \$82,277.76, and

WHEREAS, any future individual purchases over \$25,000.00 will require City Commission approval; smaller purchases will require City Commission approval if the cumulative total reaches the \$25,000.00 threshold, and

WHEREAS, the City Manager has certified that funding for the purchase of the light bar packages has been appropriated to the credit of the Public Safety Vehicle and Equipment Fund (305) and has 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 Mayor and City Manager are hereby authorized and directed to execute a Work Authorization between the City and Dana Safety Supply, Inc., for the purchase of six Ford Police Interceptor light bar packages at a total cost of \$82,277.76 and to pay the cost thereof from the Public Safety Vehicle and Equipment Fund (305). A copy of said Work Authorization is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 4th day of March, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with Resolution 2022-73 and incorporating the terms of the Continuing Contract for Emergency Lighting for Police Vehicles (per ITB 2022-20) between the City of Ormond Beach, Florida, and Dana Safety Supply the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Detailed Description: A Purchase, delivery and installation of six (6) Emergency Lighting packages for Ford Police Interceptor vehicles to the City of Ormond Beach, as detailed in the attached detailed proposal

Schedule of Payments and Fee

<u>Item Type</u>	<u>Item(s) Purchased</u>	<u>Items Price/ea.</u>	<u>Item Total</u>
Ford Police Interceptor	6	\$13,712.96	\$82,277.76
Total Fee Authorized	Not to Exceed		<u>\$82,277.76</u>

Work to Commence: 03/04/2025

Work to be Completed: 06/30/2025

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
DANA SAFETY SUPPLY

By: Kevin M Gray
Deputy Public Works Director

By: Sidney Wells
General Manager

Date: _____

Date: _____

Authorized:
City of Ormond Beach

Jason Leslie, Mayor

Joyce Shanahan, City Manager

Date: _____

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	559616-E
Customer No.	ORMOND

Bill To
ORMOND BEACH FLEET 500 N Orchard St ATTN: CHRISTINE JARRELL Ormond Beach, FL 32174

Ship To
DANA SAFETY SUPPLY DELAND INSTALL: ORMOND BEACH PD Ormond Beach, FL 32174

Contact: CHRISTINE JARRELL
Telephone: 386-566-1270

E-mail: christine.jarrell@ormondbeach.org

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
12/30/24	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jenny Malchiodi		Charlie Schwarz-Deland		KEVIN GRAY	85-8012740152c7	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	VEHICLE VEHICLE - SEE SPECS BELOW Warehouse: DELAN LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED YEAR: 2025 MAKE: FORD MODEL: PIU		0.0000	0.00
6	6	Y	EB2DEDE WEC, LEGACY LBAR, WCX, 54", RW/BW, RW/BW Warehouse: DELAN		1,145.7400	6,874.44
6	6	Y	MKAJ105 WEC ADJUSTABLE MOUNT KITS Warehouse: DELAN		0.0000	0.00
6	6	Y	WEC-CCPKT WEC CORE CONTROL POINT Warehouse: DELAN NOT ON CONTRACT		151.3300	907.98

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Contact: CHRISTINE JARRELL
Telephone: 386-566-1270

E-mail: christine.jarrell@ormondbeach.org

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
12/30/24	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jenny Malchiodi			Charlie Schwarz-Deland		KEVIN GRAY		85-8012740152c7
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
6	6	Y	CCSRN3 WHELEN REMOTE SIREN & 18-BUTTON CONTROL SYSTEM Warehouse: DELAN REPLACES CCSRN2 CENCOM GOLD SIREN/SWITCH (DISCONTINUED) INCLUDES: AMP/RELAY MODULE, CONTROL HEAD, MIC, 20' MICROPHONE EXTENSION AND CABLES ***** SWITCH 1 OFF SWITCH 2 RED/BLUE SWITCH 3 RED/BLUE.WHYTE ALLEY LIGHT BUTTONS - 3 LIGHTBAR, CORNER LIGHTS & WHITE TRACER			615.9500	3,695.70
6	6	Y	SA315P WEC, COMPACT BLACK 100W/122DB, SPEAKER Warehouse: DELAN MOUNTING BRACKET SOLD SEPARATELY - *****			129.1900	775.14
6	6	Y	SAK66D WEC SA315P BKT FORD 2020 PIUT DRIVER SIDE Warehouse: DELAN			0.0000	0.00
12	12	Y	MCRNTJ WEC, MICRON STUD MOUNT, RED/BLUE Warehouse: DELAN MOUNTED IN THE GRILL CUTOUTS			59.9100	718.92

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500 N Orchard St
ATTN: CHRISTINE JARRELL
Ormond Beach, FL 32174

Ship To

DANA SAFETY SUPPLY DELAND
INSTALL: ORMOND BEACH PD
Ormond Beach, FL 32174

Contact: CHRISTINE JARRELL

Telephone: 386-566-1270

E-mail: christine.jarrell@ormondbeach.org

Contact:

Telephone:

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
12/30/24	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Jenny Malchiodi			Charlie Schwarz-Deland	KEVIN GRAY	85-8012740152c7	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
6	6	Y	MISC MBFX20, WEC MIRROR BEAMS 2025 PIU Warehouse: DELAN NOT ON CONTRACT		330.0000	1,980.00
6	6	Y	MBIONVB WEC MIRROR-BEAM MT ION-V LT BLUE Warehouse: DELAN NOT ON CONTRACT		51.0500	306.30
6	6	Y	MBIONVR WEC MIRROR-BEAM MT ION-V LT RED Warehouse: DELAN NOT ON CONTRACT		51.0500	306.30
6	6	Y	LSVBKT50 WEC UNDER MIRROR MOUNT 2020 FORD PIU Warehouse: DELAN		16.0500	96.30
6	6	Y	LINSV2R WEC V-SERIES 180 & PUDDLE LIGHT, UNDER SURF MNT RI Warehouse: DELAN RED - CLEAR LEDS, CLEAR LENS REQUIRES MOUNT SOLD SEPERATELY ***** MOUNTED UNDER THE DRIVER SIDE MIRROR		135.9800	815.88

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INSTALL: ORMOND BEACH PD
Ormond Beach, FL 32174

Contact: CHRISTINE JARRELL

Telephone: 386-566-1270

E-mail: christine.jarrell@ormondbeach.org

Contact:

Telephone:

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
12/30/24	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Jenny Malchiodi			Charlie Schwarz-Deland	KEVIN GRAY	85-8012740152c7	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
6	6	Y	LINSV2B WEC V-SERIES 180 & PUDDLE LIGHT, UNDER SURF MNT BI Warehouse: DELAN EXTERIOR MIRROR MOUNT BRACKETS ARE SOLD SEPERATELY. ***** MOUNTED UNDER THE PASSENGER SIDE MIRROR		135.9800	815.88
12	12	Y	I3JC WEC ION TRIO RED/BLUE/WHITE - WHITE O/R - BLK HSNG Warehouse: DELAN MOUNTED IN GRILL LOW		79.7800	957.36
24	24	Y	TLI2J WEC, ION T-SERIES LINEAR, RED/BLU, DUO Warehouse: DELAN (2) MOUNTED IN FOGLIGHT AREA AT 45 DEGREE ANGLE (2) ON SIDE OF LICENSE PLATE		79.3600	1,904.64
12	12	Y	TIONBKT1 WEC ION T-SERIES UNIVERSAL MOUNTING BRACKET Warehouse: DELAN		8.5600	102.72
6	6	Y	WEC-RPLS50-RB WEC OUTER EDGE REARPILLAR LC SOLO UTILITY R AND BLUE Warehouse: DELAN		605.3100	3,631.86

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4809 KOGER BLVD
GREENSBORO, NC 27407

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Telephone: 800-847-8762

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Contact: CHRISTINE JARRELL
Telephone: 386-566-1270

E-mail: christine.jarrell@ormondbeach.org

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
12/30/24	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jenny Malchiodi		Charlie Schwarz-Deland		KEVIN GRAY	85-8012740152c7	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
12	12	Y	WEC-TCRWX5-RBW WEC, TRACER, WECANX, 5MOD, RBW/RBW/, TRIO Warehouse: DELAN RED/BLUE/WHITE		801.7800	9,621.36
12	12	Y	NOT ON CONTRACT TCRB50 WEC TRACER MTG KIT INTERCEPTOR SUV Warehouse: DELAN		0.0000	0.00
6	6	Y	CCP WEC CORE CONTROL POINT Warehouse: DELAN		151.3300	907.98
6	6	Y	NOT ON CONTRACT PK0602ITU20TM SMC #10VS C RP UNCOATED POLY Partition Warehouse: DELAN #10VS RP C Horizontal Sliding Window Uncoated Polycarbonate With Expanded Metal Window Security Screen Recessed Panel Partition TM (Tall Man) For PIU 2020 on		642.0900	3,852.54

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4809 KOGER BLVD
GREENSBORO, NC 27407

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Telephone: 386-566-1270

E-mail: christine.jarrell@ormondbeach.org

Contact:
Telephone:
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method		
12/30/24		UPS GROUND FREIGHT		QUOTED FREIGHT				NET30		
Entered By			Salesperson			Ordered By			Resale Number	
Jenny Malchiodi			Charlie Schwarz-Deland			KEVIN GRAY			85-8012740152c7	
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price		
6	6	Y	PK0316ITU252ND SMC #12VS 2ND COATED POLY PARTITION, 25 PIU Warehouse: DELAN #12VS 2ND COATED POLY PARTITION BEHIND 2ND ROW SEAT 25-25 INTERCEPTOR UTILITY				454.3000	2,725.80		
6	6	Y	NOT ON CONTRACT QK0634ITU20 SMC OEM REPLACEMENT SEAT WITH CTR PULL BELTS Warehouse: DELAN				597.5400	3,585.24		
6	6	Y	FITS 2020+ FORD PIUT ***** WK0595ITU20 SMC CLEAR POLY WINDOW BARRIER - 2020+ PIUT Warehouse: DELAN				215.7200	1,294.32		
6	6	Y	DK0100ITU20 SMC TPO POLYMER OVER MOLDED DOOR SKIN Warehouse: DELAN DK0100ITU20				196.6300	1,179.78		

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

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Contact:
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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
12/30/24	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jenny Malchiodi		Charlie Schwarz-Deland		KEVIN GRAY	85-8012740152c7	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
6	6	Y	TK0236ITU20 SMC PIUT CARGO BOX - TOA & BSC Warehouse: DELAN TOA TRAY, OPEN TOP WITH ANCHOR POINTS BCS BASE SLIDING WITH COMBINATION LOCK VEHICLE - 2020 FORD PIUT - RADIO TRAY OPTIONAL *****		973.0000	5,838.00
6	6	Y	TPA9289 SMC CARGO BOX SLIDING RADIO TRAY (TRN) Warehouse: DELAN RADIO TRAY FOR CARGO BOX WITH NO LOCK ***** *DO NOT USE RADIO TRAY WITH ULTIMATE K9. RADIO TRAY BLOCKS SPARE TIRE*		248.1700	1,489.02

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	559616-E
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ORMOND BEACH FLEET 500 N Orchard St ATTN: CHRISTINE JARRELL Ormond Beach, FL 32174

Ship To
DANA SAFETY SUPPLY DELAND INSTALL: ORMOND BEACH PD Ormond Beach, FL 32174

Contact: CHRISTINE JARRELL
Telephone: 386-566-1270

E-mail: christine.jarrell@ormondbeach.org

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
12/30/24	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jenny Malchiodi			Charlie Schwarz-Deland		KEVIN GRAY		85-8012740152c7
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
6	6	Y	C-VS-1012-INUT-2 HAV 22" ANGLED CONSOLE, 20-25 PIU Warehouse: DELAN Vehicle-Specific 22" Angled Console For 2020-2025 Ford Interceptor Utility Console C-VS-1012-INUT-2 will need CM014248-1 for all models before 2025 (1) C-EB40-CCS-1P (1) C-EB30-HXL-1P (1) C-FP-1 (1) C-FP-1 (1) C-FP-1			416.0000	2,496.00
6	6	Y	NOT ON CONTRACT C-PM-124-PC HAV BROTHER POCKETJET PRINTER MOUNT, FORD PIU Warehouse: DELAN Brother PocketJet Printer Mount For Ford Interceptor Utility			165.1200	990.72
6	6	Y	NOT ON CONTRACT CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: DELAN NOT ON CONTRACT			42.8800	257.28

Print Date	01/22/25
Print Time	12:01:21 PM
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Printed By: Jenny Malchiodi

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	559616-E
Customer No.	ORMOND

Bill To
ORMOND BEACH FLEET 500 N Orchard St ATTN: CHRISTINE JARRELL Ormond Beach, FL 32174

Ship To
DANA SAFETY SUPPLY DELAND INSTALL: ORMOND BEACH PD Ormond Beach, FL 32174

Contact: CHRISTINE JARRELL
Telephone: 386-566-1270

E-mail: christine.jarrell@ormondbeach.org

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.		Customer PO Number	Payment Method	
12/30/24	UPS GROUND FREIGHT		QUOTED FREIGHT			NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jenny Malchiodi			Charlie Schwarz-Deland		KEVIN GRAY		85-8012740152c7
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
6	6	Y	C-LP2-USB-BL2 HAV CONSOLE ACCESSORY BRACKET W/ 2 LIGHTER PLUG Warehouse: DELAN NOT ON CONTRACT			99.8400	599.04
12	12	Y	C-SW-1 HAV BLACK ON/OFF ROCKER SWITCH W/RED PILOT LIGHT Warehouse: DELAN			12.6200	151.44
6	6	Y	C-ARM-108 HAV SIDE MOUNTED FLIP UP ARM REST Warehouse: DELAN NOT ON CONTRACT			159.3600	956.16
6	6	Y	C-MAP-SL HAV 18 GOOSENECK MAPLIGHT FOR CONSOLE, SIDEMOUNT Warehouse: DELAN NOT ON CONTRACT			43.9800	263.88
12	12	Y	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: DELAN			10.6800	128.16

Print Date	01/22/25
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Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	559616-E
Customer No.	ORMOND

Bill To

ORMOND BEACH FLEET
500 N Orchard St
ATTN: CHRISTINE JARRELL
Ormond Beach, FL 32174

Ship To

DANA SAFETY SUPPLY DELAND
INSTALL: ORMOND BEACH PD
Ormond Beach, FL 32174

Contact: CHRISTINE JARRELL

Telephone: 386-566-1270

E-mail: christine.jarrell@ormondbeach.org

Contact:

Telephone:

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
12/30/24	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jenny Malchiodi		Charlie Schwarz-Deland		KEVIN GRAY	85-8012740152c7	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
6	6	Y	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: DELAN C-HDM-204 MOUNTS TO SIDE OF CONSOLE BOX *****		127.7700	766.62
6	6	Y	C-MD-112 HAV 11' SLIDE, TILT, & SWIVEL LOCKING SWING ARM Warehouse: DELAN REPLACES DISCONTINUED # C-MD-102 *****		193.9200	1,163.52
6	6	Y	UT-1001 Hav Universal Rugged Cradle for approximately 11"-14" Warehouse: DELAN		178.5800	1,071.48
6	6	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: DELAN LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		125.0000	750.00

Print Date	01/22/25
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Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	559616-E
Customer No.	ORMOND

Bill To

ORMOND BEACH FLEET
500 N Orchard St
ATTN: CHRISTINE JARRELL
Ormond Beach, FL 32174

Ship To

DANA SAFETY SUPPLY DELAND
INSTALL: ORMOND BEACH PD
Ormond Beach, FL 32174

Contact: CHRISTINE JARRELL

Telephone: 386-566-1270

E-mail: christine.jarrell@ormondbeach.org

Contact:

Telephone:

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
12/30/24	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jenny Malchiodi		Charlie Schwarz-Deland		KEVIN GRAY	85-8012740152c7	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
6	6	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DELAN ADDED WATERPROOF FUSE BUSS ADDED FUSE BLOCK PER CAR 5 YEAR WARRANTY ON ALL DSS INSTALLATION		2,365.0000	14,190.00
6	6	N	PRICE IS FOR 1 VEHICLE USING VOLUME PRICING FREIGHT INCOMING FREIGHT PER VEHICLE Warehouse: DELAN		685.0000	4,110.00
FOR SCHEDULING INSTALLATION AND PICK UP PLEASE CONTACT THE PERSON LISTED BELOW: CONTACT NAME: CHRISTINE JARRELL CONTACT RANK: GARAGE SUPERVISOR CONTACT CELL NUMBER: 386-566-1270 EMAIL: Christine.Jarrell@ormondbeach.org						
Approved By: _____						
☐ Approve All Items & Quantities						
Quote Good for 30 Days						

Print Date	01/22/25
Print Time	12:01:21 PM
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Printed By: Jenny Malchiodi

Subtotal	82,277.76
Freight	0.00
Order Total	82,277.76



City of Ormond Beach

AGENDA ITEM

March 4, 2025 - City Commission

Number: 6.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renew- Trauma Skatepark, LLC		
Summary:	In March 2023, the City Commission authorized the execution of an agreement with Trauma Skatepark, LLC, for the Operation and Maintenance of the Nova Skate Court Concession Stand. This item is to notify the City Commission of staff's intent to allow Trauma Skatepark, LLC agreement to automatically renew for an additional 2-year period. Trauma Skateboards, LLC receives a subsidy of \$939 per week which includes coverage for 49 staff hours per week to operate concessions and management compensation. Trauma skateboards, LLC has successfully fulfilled its responsibilities during the term of the agreement, and offers a cost-effective way to provide a valuable amenity to the community.		
Financial Impact:	The General Fund budget includes \$48,828 for this service.		
Citizen Impact:	The operation and management of the Nova Skate Court Concession Stand assures concessions are provided in a consistent and professional manner for the community.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to automatically renew the Trauma Skatepark, LLC agreement for an additional 2-year period, unless otherwise directed.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. Trauma Skatepark Agreement		

	2. Trauma_Skateboards_LLC_COI_-_928795795_-_City_of_Ormond_Beach
Approval:	Kelly McGuire, Finance Director 2/20/2025 Claire Whitley/Shawn Finley, Assistant City Manager 2/20/2025 Joyce Shanahan, City Manager 2/24/2025

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
THE CITY OF ORMOND BEACH
NOVA SKATE COURT CONCESSION STAND**

THIS AGREEMENT is made and entered into by and between the CITY OF ORMOND BEACH ("City"), a municipal corporation and TRAUMA SKATEBOARDS, LLC ("Vendor").

WHEREAS, City advertised for proposals (RFP 2023-07) for the management and operation of a concession stand (referred to as "concession stand" or "premises") immediately adjacent to the Nova Skate Court (also referred to as "skate court") located at 440 N. Nova Road, Ormond Beach, to include selling miscellaneous food items and the sale or lease of skate related merchandise; and

WHEREAS, City received one proposal, from Vendor, for operation of the concession stand; and

WHEREAS, the City and Vendor desire to enter into an agreement to manage and operate the concession stand; and

WHEREAS, it is the intent of this agreement that Vendor encourage visitor participation to the Nova Skate Court by providing a quality facility, friendly service, and by providing quality food, sundries and skate court related merchandise or services, at reasonable prices; 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. Vendor Operation.

A. For and in consideration herein provided, City grants to Vendor the exclusive right and obligation to operate and maintain the concession stand. Vendor agrees to provide a quality clean facility, friendly service, provide quality food, sundries and skate court related merchandise for sale or lease, or services, at reasonable prices, thus resulting in the highest quality service. The Vendor shall conduct such activities within the confines of the premises as depicted in Exhibit A. No temporary stands or other places of operation shall be allowed during special events or any other time without the express written authorization of the City. Vendor agrees that it will not make use of the premises in any manner which might interfere with the recreational uses of the skate court. Vendor shall not use the premises in violation of any laws, ordinances, rules and regulations at any time. The City shall have access to the premises at all times.

B. The City shall provide a refrigerator, countertop, a television set, and lounge seating for use at the premises. Vendor shall provide all other necessary furnishings, equipment, food and merchandise related to operating and managing a successful skate court concession business. Any equipment or furnishings supplied by the City shall remain the property of the City. Purchase, pricing, sale, rental and inventory control are the sole responsibility of Vendor. Vendor is responsible for the security of the interior of the premises and all property of the Vendor contained therein. Merchandise must not contain any wording or depictions inappropriate for minors in a public facility. The Vendor shall provide quality products at competitive prices consistent with similar goods and services being offered locally. All pricing must be posted and visible to all customers. Vendor shall not install any vending machines or electronic games without express written approval of the City.

C. The Vendor shall maintain all concession facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities of Volusia County, the Florida State Board of Health and any other health department having jurisdiction. If any public agency having jurisdiction over such matters requires safety or other improvements to any of the equipment used by the Vendor in their operations, Vendor shall be required to effect these improvements at its sole expense.

D. Vendor shall not conduct any lessons or instructions to the skate court attendees without express written approval from the City. For any approved special event, Vendor shall comply with all rules and regulations pertaining to athletic special events and meet all of the insurance and waiver requirements. Vendor may not use the City logo in any manner whatsoever without the express written approval by the City.

E. Vendor shall be responsible to provide a check-in service for the access to the skate court assuring that all participants have a City-approved release and waiver of liability on file, that they understand the rules of the skate court and have appropriate safety equipment upon entering the skate court.

F. Vendor shall conduct business in a manner which is conducive to a family-oriented environment by setting and managing appropriate standards of conduct for skate court attendees.

2. Term of the Agreement. The term of the agreement shall be for two (2) years beginning on April 1, 2023 and ending on March 30, 2025, and will be automatically renewed for additional two-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew the agreement.

3. Compensation and Books and Records. The City shall pay to Vendor the amount of nine hundred thirty nine and no/100 dollars (\$939.00) per week for the term of this Agreement. Payments shall be made by the City each Friday for the

services performed the previous week from a weekly invoice provided by the Vendor, the first payment being due on April 14, 2023. Vendor agrees to keep adequate books and records pertaining to the use of the concession stand and to allow upon request City the right of inspection of those books and records at all reasonable times. City requires the Vendor to submit a monthly statement of gross and net profits. City may also demand that Vendor provide City with an audited balance sheet at the end of each calendar year's operation.

4. Hours of Operation. The concession stand must be open to the public every day (with exception of the specific holidays stated below) during the following hours:

Monday through Friday 4:00 pm to 9pm

Saturday and Sunday (and Holidays) 9:00 am to 9pm.

The hours stated above are material to this agreement. Vendor may, but is not required to, open the concession stand on the following holidays: Thanksgiving Day, Christmas, New Year's Day, and the 4th of July. Vendor may close the premises if severe weather conditions prohibit the reasonable use of the skate court.

5. Requirements of Employees of Vendor. All employees working for the Vendor must be at least eighteen (18) years of age. All employees must have a criminal background screening at Vendor's expense. Vendor shall not allow any employee on the premises that has pled "Guilty" or "Nolo Contendere" to, or been found guilty by a jury or a court of, a misdemeanor involving a physical violence, theft, or possession or sale of drugs, or of any felony, or any criminal act involving a minor victim, regardless of whether or not adjudication has been withheld and/or probation imposed. Vendors shall wear neat and clean uniforms identifying the Vendor, Trauma Skateboards, LLC. All personnel of Vendor shall be courteous to the public. Vendor shall use its best efforts to permit no intoxicated person, profane, or indecent language in or about the concession stand, or knowingly allow illegal drugs or controlled substances on the premises.

6. Utilities and Maintenance. Vendor shall be responsible for keeping the concession stand, office and lounge areas clean. The City's janitorial service will provide janitorial services to the public restrooms. The City shall be responsible for the routine external cleaning of the building structure however, Vendor shall keep the area surrounding the building, at least 20 feet, clean and sanitary and free from litter generated by the concession operation. The City is responsible for general pest control however; Vendor is responsible for any pest conditions created by leaving food supply accessible to pests or any other unclean conditions.

The City shall make available a city land line telephone service, internet service and basic cable for Vendor and public use. The City will pay for trash pickup, electricity, water and sewer. Vendor shall develop and adhere to a recycling program approved by the City of Ormond Beach.

The City will be responsible for the major internal and external repairs to the building including lighting, electrical system, heating and air conditioning, unless such damage was caused by misuse, neglect or negligence of the Vendor.

Vendor shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of the premises without the prior written approval of the City. At the termination of the agreement, Vendor shall remove all of its signs and displays of the premises and restore the premises in the same condition as before the placement of the signage.

No fixtures, appurtenances, construction, partitions, modifications or changes to the premise shall be installed or performed without prior written approval by the Director of Leisure Services or his/her designee. All approved modifications become property of the City. At the end of the term of the agreement, all appurtenances installed by the City shall become the property of the City. Upon termination, Vendor shall return the premises to the City in its original condition. At City's option, Vendor may remove its appurtenances and fixtures, providing Vendor restores the site to its original condition.

7. Termination.

A. In the event Vendor defaults or fails to observe the terms and conditions of this agreement in any material aspect, City shall have the right to do any one of the following:

1. give Vendor notice of default, specify required corrective action, and the time period within which corrective action is required to avoid immediate termination of this agreement;

2. give Vendor fifteen (15) days written notice of its intention to terminate this agreement for cause. Fifteen days thereafter, this agreement and Vendor's occupation of the premises will end regardless of any corrective action by the Vendor; and/or

3. immediately terminate this agreement, if in the sole discretion of the City, the default or failure to observe terms and conditions is so egregious as to warrant immediate termination. Upon such termination, Vendor's right to occupy the premises shall end forthwith.

B. In the event the City defaults or fails to observe the terms and conditions of this agreement in any material aspect, Vendor shall have the right to terminate the agreement after notifying the City in writing of the action required to correct the default and giving the City thirty days from receipt of the notice to correct the problem. In the event Vendor terminates the agreement for any reason whatsoever, Vendor's sole remedy is

termination. Vendor shall not have any claim for damages, including but not limited to any claim lost profits or other business related damages against the City.

C. Either party may terminate this Agreement, without cause, for any reason whatsoever, in the terminating party's sole discretion, by providing the other party with sixty (60) days written notice of the intent to terminate.

8. Insurance, Indemnity and Hold Harmless. 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. Vendor shall maintain all insurance required as stated in Exhibit B.

9. 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.

10. Risk of Loss. City shall not be liable for injury or damage to the property or merchandise of the Vendor or its employees, invitees, patrons occurring in or about the premises caused by or resulting from anyone or any peril whatsoever which may affect the premises, including, without limitation, fire, water, rain, vandalism, theft or any act of God.

11. Assignment. This agreement is not assignable without the express written consent of the City.

12. Notices. All notices required by this agreement shall be in writing and directed to:

For the City:
Joyce Shanahan, City Manager
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

For the Vendor:
Keith Krenichen, Owner
Trauma Skateboards, LLC
935 S. Atlantic Ave., Unit 136
Daytona Beach, FL 32118

13. Venue and Waiver of Jury Trial. The 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, Florida.

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.

14. Severability. If any provision of the agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof is held invalid, the remainder of the agreement shall be construed as if such invalid part were never included herein and the agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

15. Independent Contractor and Nondiscrimination. Vendor and its employees and agents shall be deemed to be independent contractors, and not agents, employees or representatives of the City and shall not attain rights or benefits as an employee of the City. Vendor agrees that there will be no discrimination against any person based upon race, religion, sex, ancestry, age, national origin, disability, in the use of the premises.

16. Compliance with Laws. Vendor shall comply with all applicable federal, state and local laws, regulations, orders, ordinances and codes pertaining to its performance under this agreement.

17. 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.

18. Amendment to Agreement. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

19. 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.

20. 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.

21. 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.

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. 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.

25. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below.

DATED this 21 day of March, 2023.

Witnesses:


Print Name: Taylor Lochert


Print Name: Susan Daudens

CITY OF ORMOND BEACH

By: 
Bill Partington
Mayor

Attest: 
Joyce A. Shanahan
City Manager

DATED this 8TH day of March, 2023.

Witnesses:

TRAUMA SKATEBOARDS, LLC


Print Name: Ashley McLaughlin

By: 

Title: Owner


Print Name: Susan Dauderis

Attest: 

Title: Assistant City Clerk - Ormond Beach



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2024

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (855) 222-5919		
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURED Trauma Skateboards LLC 440 N Nova Rd Ormond Beach, FL 32174	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State National Insurance Company, Inc.		12831
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 928795795 **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	X		NXTHXWFD39-02-GL	12/28/2024	12/28/2025	EACH OCCURRENCE \$1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00
							MED EXP (Any one person) \$15,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000.00
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$2,000,000.00
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000.00
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N						PER STATUTE ☐ OTH-ER ☐
	(Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is City of Ormond Beach. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER City of Ormond Beach 22 S Beach St Ormond Beach, FL 32174	LIVE CERTIFICATE  Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Ormond Beach

AGENDA ITEM

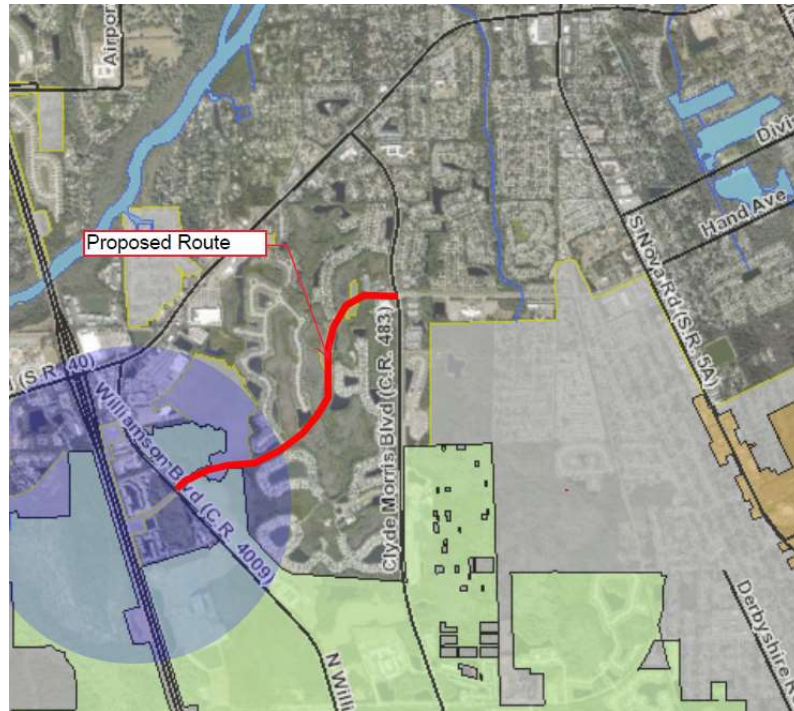
March 4, 2025 - City Commission

Number: 6.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	2025 Volusia Flagler TPO Call For Projects - Hand Avenue Mixed Use Path		
Summary:	This is a request for approval to submit a grant application to the River to Sea Transportation Planning Organization (R2C TPO) for assistance with the design and construction of a 10' wide multiuse path along Hand Avenue connecting Clyde Morris Blvd. and Williamson Blvd. The City has taken a long-committed stance to provide safe opportunities for pedestrians and bicyclists in the community; actions of residents have further emphasized this importance most notably in response to the most recent update to the Parks & Recreation Master Plan (2022) where the top 2 items identified as "NEED MORE" by respondents were walking and hiking nature trails (76% of respondents) and paved multi-purpose trails (73% of respondents). A multiuse path along Hand Avenue was included in the 2016-2026 Pedestrian-Bicycle Plan as a critical pathway. This path will provide east-west connection from Williamson Blvd. and the residential developments along Hand Avenue to a similar path currently under design between Clyde Morris Blvd. and Nova Road providing safe travel for bicycles and pedestrians to Central Park and further eastern destinations. This grant request will provide 85% funding for the design, construction, and construction administration of the 10' mixed use path.		
Financial Impact:	This multiple year project proposes an 15% match from the City towards a project estimated to cost \$1.7 Million, a detailed estimate is attached. Projects submitted to the TPO through their call for projects typically are funded for the first phase (design) 2-4 years after submittal; additional phases (construction, construction administration) follow 2 years after		

	the completion of design. If approved, staff will include funding for this project on a future year Capital Project Budget.	
Citizen Impact:	The safety of all road users is a priority to the City and the Florida Department of Transportation. Identification of opportunities to enhance pedestrian safety and the feasibility of constructing those modifications will lead to safer travel not only by bicyclists and pedestrians, but all users of our roadways. A Hand Avenue mixed use path will provide east-west access to many users.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the submission of a 2025 Application to the Volusia-Flagler TPO for this bike-ped improvement.	
Staff Contact:	Shawn Finley, Assistant City Manager, (386) 676-3292	
Attachments:	1. 2025-Application-for-BicyclePedestrian-Projects-Ormond Beach Hand Avenue_completepdf	
Approval:	Kelly McGuire, Finance Director	2/13/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	2/14/2025
	Joyce Shanahan, City Manager	2/24/2025

Application to River to Sea
Transportation Planning Organization
2025 Call For Projects
Bicycle/Pedestrian, and
B/P Local Initiatives Projects



City of Ormond Beach
Hand Avenue Multi-Use Path



City of Ormond Beach
Engineering Division

22 South Beach Street
Ormond Beach, FL 32174
386.676.3300

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City of Ormond Beach
Engineering Division

22 South Beach Street
Ormond Beach, FL 32174
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2025 Application for Project Prioritization – **IMPLEMENTATION** Bicycle/Pedestrian Projects

All applications must be uploaded to the TPO file transfer site by 4:00 p.m. (EST) on March 31, 2025
Click This Link to Upload Your Completed Application to the Volusia-Flagler TPO

Project Title: Hand Avenue Multi-Use Path

Applying Agencies (project sponsor): City of Ormond Beach Date: March 31, 2025

Contact Person: Shawn Finley, P.E. Job Title: Assistant City Manager

Address: 22 South Beach Street, Ormond Beach, FL 32174

Phone: 386-676-3582 FAX: 386-676-3384

E-mail: shawn.finley@ormondbeach.org

Does the Applying Agency expect to be certified by FDOT to perform work under the Local Agency Program (LAP) process? ☒ YES ☐ NO

If not, what local government agency will perform the work on behalf of the Applying Agency? _____
[Attach a letter of intent from the agency that will perform the work.]

Governmental entity with maintenance responsibility for roadway facility on which proposed project is located:
Volusia County

[If not the same as Applying Agency, attach letter of support for the proposed project from the responsible entity. This letter of support must include a statement describing the responsible entity's expectations for maintenance of the proposed improvements, i.e., what the applying agency's responsibility will be.]

Priority of this proposed project relative to other applications submitted by the Applying Agency: 1

Project Description: Construction of a Mixed use path along Hand Ave. between Clyde Morris and Williamson Blvd.

Project Location (include project length and termini, if appropriate, and attach location map): See Attached

Project Eligibility for Federal Funds (check the appropriate box):

- ☐ the proposed improvement is located on the Federal-aid system. (Reference the Federal Aid Road Report at <http://www.fdot.gov/statistics/fedaids/>);
- ☒ the proposed improvement is **not** located on the Federal-aid system, but qualifies as a type of improvement identified in 23 U.S.C. §133 that is not restricted to the Federal-aid system.

[Attach a copy of the completed Feasibility Study, or explain in the space provided below for commentary why a Feasibility Study is not attached.]

Commentary: *Included as priority in City of Ormond Beach Pedestrian / Bike Plan*

Attach a completed copy of FDOT's Project Information Application Form.

Criteria Summary:

Priority Criteria	Points
(1) Proximity to Community Assets	20
(2) Connectivity and Accessibility and Equitability	15
(3) Safety/Security	20
(4) Contribution to Livability	6
(5) Cont. to Wildlife and Environmental Sust.	11
(6) Enhancements to the Transportation System	10
(7) Project Readiness	5
(8) Public Support/Special Considerations	5
(9) Local Matching Funds > 10%	20
(10) Value-Added Tie Breaker (if necessary)	variable
Total (excluding Value-Added Tie Breaker)	112

Criterion #1 – Proximity to Community Assets (20 points maximum)

This measure will estimate the potential demand of bicyclists and pedestrians based on the number of productions or attractions the facility may serve within a one (1) mile radius for Shared Use Paths and **Transportation Alternatives Activities** or a one-half (½) mile radius for Sidewalks. A maximum of 20 points will be assessed overall, and individual point assignments will be limited as listed below.

List and describe how the facilities link directly to community assets and who is being served by the facility. Show each of the Community Assets on a Project Area Map through the use of a buffer and describe in the space provided.

Proximity to Community Assets	Check All that Apply	Max. Points
Residential developments, apartments, community housing	☒	4
Activity centers, town centers, office parks, post office, city hall/government buildings, shopping plaza, malls, retail centers, trade/vocational schools, colleges, universities	☒	4
Parks, trail facilities, recreational facilities	☒	4
Medical/health facilities, nursing homes, assisted living, rehabilitation center	☒	4
School bus stop (K-12)	☒	2
Schools (K-12)	☒	2
Maximum Points Awarded		20

Criterion #1 Description (required): See attached map

Criterion #2 – Connectivity and Accessibility and Equitability (15 points maximum)

This measure considers the gaps that exist in the current network of bike lanes, bike paths and sidewalks. The measurement will assess points based on the ability of the proposed project to join disconnected networks or complete fragmented facilities. Does the project enhance mobility or accessibility for disadvantaged groups, including children, the elderly, the poor, those with limited transportation options and the disabled? Does the project enhance mobility, accessibility, and equitability?

List and describe how this project fits into the local and regional bicycle/pedestrian networks and/or a transit facility. Depict this on the map and describe in the space provided.

Connectivity and Accessibility and Equitability	Check All that Apply	Max. Points
Project provides equitable access to a transit facility	☐	5
Project extends an existing bicycle/pedestrian facility (at one end of the facility)	☒	5
Project provides a connection between two existing or planned/programmed bicycle/pedestrian facilities	☒	5
Maximum Points Awarded		15

Criterion #2 Description (required): Connects terminus of Hand Ave. Path at Clude Morris to facilities on Williamson Blvd.

Criterion #3 – Safety/Security (20 points maximum)

This measure provides additional weight to applications that have included safety as a component of the overall project, increase the comfort level of bicyclists and pedestrians, and includes school locations identified as hazardous walking/biking zones and areas with significant numbers of safety concerns.

List and describe whether the proposed facility is located within a “hazardous walk/bike zone” in the Volusia-Flagler TPO planning area and provide documentation that illustrates how bicycle or pedestrian safety could be enhanced by the construction of this facility.

For more information, contact Volusia or Flagler County School District Student Transportation Services and refer to Florida Statute 1006.23.

Safety/Security	Check All that Apply	Max. Points
The project is located in an area identified as a hazardous walk/bike zone by Volusia or Flagler County School District Student Transportation Services and within the Volusia-Flagler TPO planning area. If applicable, provide documentation.	☐	10
The project removes or reduces potential conflicts (bike/auto, bike/ped, and ped/auto). There is a pattern of bike/ped crashes along the project route. The project eliminates or abates a hazardous, unsafe, or security condition in a school walk zone as documented in a school safety study or other relevant study. The project helps the Volusia-Flagler TPO meet or exceed adopted Transportation Safety Targets for Non-Motorized Serious Injuries and Fatalities. If applicable, provide documentation such as photos or video of current situation/site or any supportive statistics or studies.	☒	10
Maximum Points Awarded		20

Criterion #3 Description (required): See attached Signal 4 Crash Analysis

Criterion #4 Contribution to Livability (6 points maximum)

This measure considers how the project positively impacts the Livability in the community. Describe in the space provided.

Contribution to Livability	Check All that Apply	Max. Points
Project includes traffic calming measures	☐	1
Project removes barriers and/or bottlenecks for bicycle and/or pedestrian movements	☐	1
Project includes features which improve the comfort, safety, security, enjoyment or well-being for bicyclists, pedestrians, and/or transit users	☒	1
Project improves transfer between transportation modes	☒	1
Project improves transportation system resiliency and reliability	☒	1
Project reduces or mitigates the storm water impacts of surface transportation	☐	1
Maximum Points Awarded		6

Criterion #4 Description (required): A separate mixed use path enhances the roadway for all users.

Criterion #5 – Contribution to Wildlife and Environmental Sustainability (11 points maximum)

This measure considers how the project positively impacts wildlife and environmental sustainability in the community.

Describe in the space provided.

Contribution to Wildlife and Environmental Sustainability	Check All that Apply	Max. Points
The project protects wildlife and/or will mitigate any damage or loss of habitat.	☐	6
The project supports infill development and redevelopment and is sensitive to the natural ecosystem.	☒	5
Maximum Points Awarded		11

Criterion #5 Description (required): This project provides a sidewalk to support existing development

Criterion #6 Enhancements to the Transportation System (9 points maximum)

This measure considers the demonstrated and defensible relationship to surface transportation.

Describe how this project fits into the local and regional transportation system. Depict this on the map where applicable and describe in the space provided.

Enhancements to the Transportation System	Check All that Apply	Max. Points
Is the project included in an adopted plan?	☒	1
Is the project consistent with the goals of the Volusia-Flagler TPO's Complete Streets Policy on Page 5?	☒	1
Does local government have Land Development Code requirements to construct sidewalks?	☒	1
Does the project improve mobility between two or more different land use types located within ½ mile of each other, including residential and employment, retail or recreational areas?	☒	1
Does the project benefit transit riders by improving connectivity to existing or programmed pathways or transit facilities?	☒	1
Does the project conform to Transit Oriented Development principles?	☐	1
Does the project sponsor have a Complete Streets Policy?	☐	1
Is the project an extension or phased part of a larger redevelopment effort in the corridor/area?	☐	1
Project is located in a "gateway" or entrance corridor as identified in a local government applicant's master plan, or other approved planning document.	☐	1
Is the project a Trail Town or contributes to achieving the designation?	☐	1
Maximum Points Awarded		10

Criterion #6 Description (required): See attached selections from the City of Ormond Beach 2016-2026 Bike-Ped Plan

Criterion #7 Project "Readiness" (5 Points maximum)

This measure considers the state of project readiness. Describe project readiness in the space provided.

Project Readiness	Check All that Apply	Max. Points
Is there an agreement and strategy for maintenance once the project is completed, identifying the responsible party?	☐	2
Is the project completed through the design phase?	☐	1
Is right-of-way readily available and documented for the project?	☒	2
Maximum Points Awarded		5

Criterion #7 Description (required): *Adequate right of way is available to complete this project.*_____

Criterion #8 Public Support/Special Considerations (5 points maximum)

Describe whether the proposed facility has public support and provide documentation (e.g., letters of support/signed petitions/public comments from community groups, homeowners associations, school administrators). Describe any special issues or concerns that are not being addressed by the other criteria.

Public Support/Special Considerations	Check All that Apply	Max. Points
Is documented public support provided for the project? Are there any special issues or concerns?	☒	5
Maximum Points Awarded		5

Criterion #8 Description (required): *Adopted City of Ormond Beach 2016-2026 Bicycle Master Plan., Minutes of approval from March 4, 2025 City Commission Meeting.*_____

Criterion #9 Local Matching Funds > 10% of Total Project Cost (20 points maximum)

If local matching funds greater than 10% of the estimated project cost are available, describe the local matching fund package in detail.

Local Matching Funds > 10% of Total Project Cost	Check One	Max. Points
Is the Applicant committing to a local match greater than 10% of the estimated total project cost?	☒ Yes ☐ No	
10.0% < Local Matching Funds < 12.5%	☐	2
12.5% ≤ Local Matching Funds < 15.0%	☐	4
15.0% ≤ Local Matching Funds < 17.5%	☒	6
17.5% ≤ Local Matching Funds < 20.0%	☐	8
20.0% ≤ Local Matching Funds < 22.5%	☐	10
22.5% ≤ Local Matching Funds < 25.0%	☐	12
25.0% ≤ Local Matching Funds < 27.5%	☐	14
27.5% ≤ Local Matching Funds < 30.0%	☐	16
30.0% ≤ Local Matching Funds < 32.5%	☐	18
32.5% ≤ Local Matching Funds	☐	20
Maximum Points Awarded		20

Criterion #9 Description (required): The City of Ormond Beach proposes a 15% cost share match.

Criterion #10 Value-Added Tie Breaker (if necessary) (variable points)

Projects with equal scores after evaluations using the eight Project Proposal Criteria are subject to the Value-Added Tie Breaker. The BPAC and Project Review Subcommittee are authorized to award tie breaker points based on the additional value added by the project. A written explanation of the circumstances and amount of tie breaker points awarded for each project will be provided.

River to Sea TPO Complete Streets Policy Goals

- Reduce injuries and fatalities
- Provide transportation options for people of all ages, physical abilities, and income levels
- Improve health by promoting active lifestyles through design to realize long-term health impacts
- Support equitable access to employment opportunities and civic resources
- Support economically healthy/vibrant communities
- Implement resilient and sustainable solutions

Proposed Funding Source (required by the Volusia-Flagler TPO)

Work Type	Federal/ State \$	Local \$	Project Cost Estimate \$ *
Planning Development (Corridor or Feasibility Study)	\$0	\$0	\$ 0.00
Project Development and Environment Study (PD&E)	\$0	\$0	\$ 0.00
Design	\$227520	\$25280	\$252,800.00
Right-of-way Acquisition	\$0	\$0	\$ 0.00
Construction	\$1074400	\$189600	\$1,264,000.00
CEI	\$170640	\$18960	\$189,600.00
Other:	\$	\$	\$ 0.00
Total Project Cost Estimate:	\$1,472,560.00	\$233,840.00	\$1,706,400.00



2025 Priority Process for Bicycle/Pedestrian Projects

Feasibility Studies

1. Local government submits project(s)
2. BPAC reviews and ranks projects for feasibility studies
3. The TPO Board will approve a final ranking of all projects
4. TPO requests a Fee Proposal from consultant to perform a feasibility study
5. TPO schedules a scoping meeting with the consultant, FDOT and local government(s)
6. Consultant provides Fee Proposal to TPO
7. Local government pays the 10% local match for the feasibility study based on the Fee Proposal. TPO pays the majority of the cost for a consultant to perform feasibility studies on the higher-ranking projects. (Local governments can bypass the TPO Study if they pay for the feasibility study themselves.)
8. TPO gives the consultant a Notice to Proceed on the feasibility study
9. Draft feasibility study is reviewed and approved by the TPO, FDOT and local government(s)
10. Final feasibility study is completed

Project Implementation

1. Local government submits project(s) and an official letter agreeing to pay at least 10% of the programmed project implementation cost, and agreeing to pay for any cost overruns
2. BPAC reviews and ranks projects for project implementation
3. The TPO Board will approve a final ranking of all projects
4. TPO coordinates with FDOT to program the project in the next available fiscal year of the FDOT Work Program
5. Construction of top ranked project is approximately 2-4 years

Exhibit 'A'

Maps

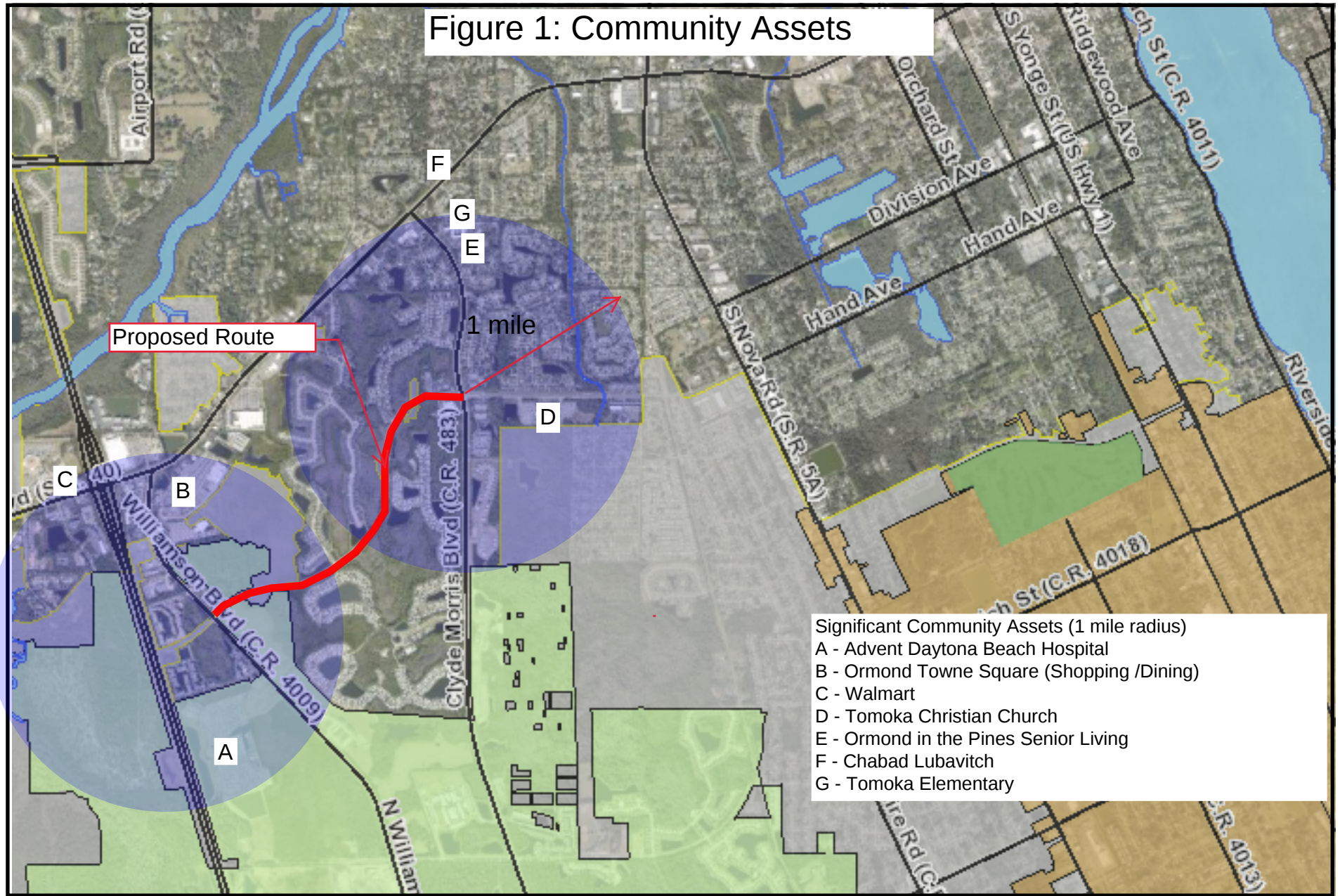


City of Ormond Beach
Engineering Division

22 South Beach Street
Ormond Beach, FL 32174
386.676.3300

Hand Avenue Multi-Use Path

Figure 1: Community Assets



- Significant Community Assets (1 mile radius)
- A - Advent Daytona Beach Hospital
 - B - Ormond Towne Square (Shopping /Dining)
 - C - Walmart
 - D - Tomoka Christian Church
 - E - Ormond in the Pines Senior Living
 - F - Chabad Lubavitch
 - G - Tomoka Elementary

1 inch = 4,000 ft



GIS data is provided on an "as is" basis. The accuracy or reliability of the data is not guaranteed or warranted in any way. The City of Ormond Beach specifically disclaims any warranty either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular use. The entire risk as to quality and performance of the data is with the end user. In no event will the City, its staff or it's representatives be liable for any direct, indirect, incidental, special, consequential, or other damages, including loss of profit, arising out of the use of this data even if the City has been advised of the possibility of such



This project is served by Votran Routes 6, 18, and 19

Exhibit A-2: VOTRAN ROUTE MAP

Exhibit 'B'

Estimate of Probable Cost



City of Ormond Beach
Engineering Division

22 South Beach Street
Ormond Beach, FL 32174
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Proposed Hand Avenue Mixed Use Path

Project Notes: Total length of route, from Clyde Morris Blvd. to Williamson Blvd is approximately 7,500 LF. A proposed path, 10 ft wide, serves as the basis for this estimate.

Division Avenue to Wilmette Avenue including crossing at Orchard S 8,200.00 ft

Project Probable Cost

Construction

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Price
1	Mobilization/ Demobilization (~5%)	1	LS	\$54,000.00	\$54,000
2	Mill Existing Surface	0	SY	\$ 2.00	\$0
3	Mill and Remove existing Asphalt and Base	0	SY	\$ 5.50	\$0
4	2" SP-9.5 ASPHALT	0	SY	\$ 13.50	\$0
5	CONCRETE SIDEWALK & DRIVEWAYS, 4"	7800	SY	\$ 80.00	\$624,000
6	CONCRETE SIDEWALK & DRIVEWAYS, 6"	600	SY	\$ 100.00	\$60,000
7	CONCRETE CURB & GUTTER, TYPE F	0	LF	\$ 17.00	\$0
8	5' DIA. TYPE P BOTTOM WITH TYPE 6 TOP	0	EA	\$ 4,700.00	\$0
9	18" RCP	0	LF	\$ 80.00	\$0
10	Furnish and Install Ped-Signalization	2	EA	\$ 70,000.00	\$140,000
11	Utility Relocation and adjustments	1	LS	\$ 100,000.00	\$100,000
12	Furnish & Install ADA Ramp and Detectable Pad	12	EA	\$500.00	\$6,000
13	Furnish & Install Bahia Sod	15,000	SY	\$3.00	\$45,000
14	Thermoplastic Striping	1	LS	\$10,000.00	\$10,000
15	Furnish and Install Signage	1	LS	\$15,000.00	\$15,000
16	Median Planting	0	LS		\$0
17	Geotechnical Services	1	LS	\$15,000.00	\$15,000
18	Maintenance of Traffic	1	LS	\$40,000.00	\$40,000
19	As-Builts & Survey Site Layout	1	LS	\$40,000.00	\$40,000

Construction	\$1,149,000	TPO Funding	City Match
Contingency (10%)	\$114,900		
Construction Budget	\$1,264,000	\$ 1,074,400.00	\$ 189,600.00
Engineering (20%)	\$252,800	\$ 227,520.00	\$ 25,280.00
Construction Administration (15%)	\$189,600	\$ 170,640.00	\$ 18,960.00
		\$ 1,472,560.00	\$ 233,840.00
TOTAL PROBABLE PROJECT COST		\$1,706,400	

Exhibit 'C'

Selections from City of Ormond Beach 2016 – 2026 Bicycle Master Plan



City of Ormond Beach
Engineering Division

22 South Beach Street
Ormond Beach, FL 32174
386.676.3300

11/1/2016

*CITY OF
ORMOND
BEACH*

2016-2026 BICYCLE MASTER PLAN



*PLANNING DEPARTMENT
ADOPTED BY RESOLUTION 2016-155*

G. Hand Avenue Multi-Use Path

The Hand Avenue multi-use path would begin at Central Park and extend westward to Williamson Boulevard. The path will connect along the north-south bike shoulders and sidewalk on Clyde Morris Boulevard. Central Park would be a good trail head because of parking and recreational facilities. An 8 foot sidewalk already exists from Central Park to Nova Road. Two intersections would require crossing but there is sufficient rights-of-way between these intersections to provide an 8 foot wide multi-use path. Since Hand Avenue is a Volusia County jurisdictional road, cooperation and a partnership would be required.

Project	Map #	Description	Length	Cost
Hand Avenue Multi-Use Path	9	Hand Avenue from Central Park to Williamson	Central Park to Nova 8 foot wide exists. 12830 LF of 10' wide from Nova to Williamson	\$600,000 to \$700,000
Annual Maintenance Cost:				\$ 5,000

H. Kings Highway Heritage Shared Use Path

The Kings Highway Heritage shared use path would continue where the Tomoka State Park multi-use path ended (entrance to park) and proceed up Old Dixie Highway, Walter Boardman Lane, Highbridge Road and State Road A1A using state lands. Expanded shoulders on Old Dixie Highway outside of the Park seems like a good alternative approach to providing bike facilities however Old Dixie rights-of-way is prescriptive and therefore limited to the width of the pavement.

In 2001 the State Park System expressed concerns about this trail due to security and vandalism concerns however in the latest Management Plan for the park DRP *“supports a partnership with Volusia and Flagler Counties and the City of Ormond Beach to implement part of this vision that would connect Sanchez City Park, Tomoka State Park, Bulow Creek State Park, Bulow Plantation Ruins Historic State Park, Ormond Tomb County Park, North Peninsula State Park and adjacent communities.”* DRP sees Kings Highway Heritage Shared Use Path as complimenting the existing Ormond Scenic Loop and Trail, increasing bicycle and pedestrian safety, and providing an important contribution to Volusia County’s proposed trails network. Because of private lands, wetlands, and limited rights-of-way along the proposed route, a mix of trail types may be required. As stated in the Management Plan, site constraints may limit the trail to paved bike lanes along road shoulders within the park and will require creative engineering solutions, such as elevated boardwalks in other sections. The two most challenging sections are located between the Tomoka River Bridge and Dummett Sugar Mill Ruins along Old Dixie Highway and east of the Bulow Creek Bridge on Walter Boardman Lane and Highbridge Road.

The Management's Plan recognizes that the completion of this trail will require significant intergovernmental coordination and support from the local community, particularly since the proposed route is not entirely within park boundaries. An important first step in this process is the completion of a feasibility study that would propose options for constructing the trail through areas of private ownership, across bridges and through tidal marshes.

A variety of funding sources beyond DRP will have to be considered and may include Volusia County's ECHO Program, SUNTrail funding and/or federal transportation enhancement dollars. DRP will also encourage local governments to establish safe bicycle/pedestrian passage north along Old Kings Highway that would provide a link to Bulow Plantation Ruins Historic State Park.¹⁷

Project	Map #	Description	Length	Cost
Kings Highway Heritage Shared Use Path	10	From Tomoka State Park Entrance to Old Dixie Highway, Walter Boardman Lane, Highbridge Road and State Road A1A	The presence of private lands, extensive wetlands and limited right-of-way along the proposed route will require a mix of trail types	Feasibility Study required

I. Broadway Multi-Use Path

Broadway, between US 1 and Old Dixie Highway, is a relatively new road that has not been opened to the public. The Plantation Oaks development will soon begin to start up and the link between US 1 to Old Dixie Highway would provide connectivity.

Project	Map #	Description	Length	Cost
Broadway Multi-use path	11	From US 1 to Old Dixie Highway	10349 LF	\$450,000 to \$525,000
Annual Maintenance Costs				\$ 4,000

J. Bike Plan Costs

This bike plan proposes 15.5 new miles of multi-use or shared use paths. These paths range in width from 8 feet to 10 feet. Some are separate from the road while others follow a road. The estimated planning costs are \$5.35 million with annual maintenance costs projected at \$32,604. These costs do not necessarily mean that the City would assume the full funding of these improvements. For example, three of the projects have been submitted to the R2CTPO for funding with the city providing a 10% match using the mobility fees collected for non-motorized improvements.

¹⁷ (Protection, 2012)

There are a number of projects that could involve multiple partners such as the Kings Highway Heritage Trail. This trail due to its location and potential positive impact on the State Park and the ability to connect historic resources could involve the Recreational Trails Program of Florida (State/Fed); County (ECHO); and the City.

Table 15: Estimated Bike Plan Costs			
Project Name	Distance in Linear Feet (LF)	Estimated Construction Cost	Estimated Annual Maintenance Cost
Forest Hills Connector	5,600 LF	\$500,000	\$2,200
Tomoka State Park Phase 2	6,650 LF	\$400,000 - \$1,000,000	\$5,000
Thompson Creek	6,000 LF	\$400,000- \$700,000	\$2,400
Sanchez	60 LF	\$75,000-\$100,000	\$1,000
US 1	27,139 LF	\$1,600,000 to \$1,800,000	\$11,000
East Coast Greenway	6,388 LF	\$300,00 to \$400,000	\$2,500
Hand Avenue	12,830 LF	\$600,000 to \$700,000	\$5,000
Kings Highway Heritage		Feasibility Study	
Broadway	10,349 LF	\$450,000 to \$525,000	\$4,000
Total	75,016 LF	\$4,325,000 to \$5,725,000	\$33,100

Finally, this plan is an extension of the current Comprehensive Plan policy to accommodate bicyclists as part of roadway improvement projects. Consequently, for experienced riders, this means making every street bicycle friendly, while for casual and intermediate riders, this means including paved shoulders, bicycle lanes and providing trails where possible. Ormond has a wide variety of streets, from congested urban road corridors to quiet residential streets. This policy of routine accommodation will require creativity and flexibility when designing bike facilities.

XII. Prioritizing Bike Paths

A. Criterion and Weight

The criteria used to rank the bicycle and pedestrian projects are discussed below. The criteria are linked to the goals articulated in the Bike Plan. Many of the criteria address multiple goals and therefore have been identified using the Goal Icons as identifiers.

🚲 Connectivity H S CD

Facilities that fill gaps among existing facilities (especially gaps that discourage walking/biking because they limit route continuity) qualify for this priority criterion. Areas of activity such as the beach, shopping centers, transit stops, commercial and industrial centers, recreation areas, schools, libraries, hospitals and government buildings are the major trip-driving destinations within Ormond Beach. By increasing bicycle and pedestrian accessibility to these areas, the City of Ormond Beach Bicycle & Pedestrian

Master Plan can reduce traffic congestion and support residents and visitors who choose to bicycle or walk for transportation. Does the proposed bike facility increase recreational potential by providing greater uninterrupted distances and increased transportation usefulness by connecting people to desired locations? Projects located within the most popular activity areas qualify for this prioritization criterion.

🚲 Demand

H

D

Population density is used to gauge the potential volume of bicyclists and pedestrians. Projects located within the most dense activity areas fit this priority criterion. Service Level (SL) identifies the potential number of people who could reasonably be expected to use a bike facility. SL is determined by the number of people who live within the walking distance of a path or proposed path. Walking distance is 1250 linear feet. How well does the proposed bike facility provide geographic and demographic equity by either removing barriers and closing system gaps or serve populations with lower than average rates of bicycling?

🚲 Safety

S

H

CD

Type of bike facilities available and the aesthetics of the area are likely to encourage and attract or discourage or detract people from walking or bicycling. Does the proposed bike facility provide a safer and more appealing alternative to what currently exists currently. Proposed facilities that can reduce the frequency of bicycle/pedestrian and vehicle collisions by serving areas with high volumes of such occurrences fit this priority criterion.

🚲 Community Support

CS

Proposed bike facility that have a citizen and/or user group constituency are best positioned to succeed?

Each of the four criteria contains elements of a project's value to the bicycle and pedestrian network. Ranking the criteria establishes which factors have greater influence over prioritization. Each criterion was ranked and then given a weight according to the rank. Table 16 describes the rank, points, and weight assigned to each criterion. One hundred raw points have been allocated with 25 points allocated to each criterion. Weights were given unequally to each criterion to reflect the goals of the bike plan.

An example of how weight is used to determine a score from allocated points is provided for the Goal entitled, "Connectivity."

Connectivity has been assigned a 0.30 (weight) and 25 points resulting in a 7.5 maximum score.

$$(.30) \times 25 = 7.5.$$

Table 16 Rank and Weight of Criteria				
Rank	Criteria	Weight		Points
1	Connectivity	30.0%	- Does the proposed project connect to an existing bicycle system by removing barriers and closing system gaps? - Does the project connect Ormond Beach to surrounding communities or to planned regional bike facilities that facilitate the ability to take longer trips by bicycle? - Does the project provide directness by providing a convenient bicycle path to popular destinations such as schools, library, parks, downtown, and other public spaces?	25
2	Safety	30.0%	Does the project provide a safer, more comfortable and therefore a more appealing alternative to what currently exists in a given corridor?	25
3	Demand	20.0%	- Does the project either supplement the existing bicycle system by removing physical barriers and/or closing system gaps? - Are neighborhoods conveniently and comfortably connected within a ¼ miles of the proposed bike facility? - Does the project serve diverse populations equally? - Is the bike facility appealing to a broad range of age and ability levels and is consideration given to user amenities.	25
4	Community Support	20.0%	Did the bike facility project have support from a neighborhood or a user constituency group?	25
		100%		100

B. Prioritization:

This prioritization does not include shared lane markings such as sharrows nor does it include shared roads. The intent is to determine the priority and phasing of expenditure on constructing multi-use or shared use paths. Pavement markings and signage is a low cost, and can be best implemented annually, either independently or in conjunction with adjacent road repaving projects. Since the Plan has a 10 year horizon and 9 projects, it is highly unlikely that all of them will be constructed in the 10 year horizon. Each project will need to go through the funding, design and engineering and then construction. This cycle can take anywhere between 3 to 5 year for each project. It is important therefore to prioritize the projects as to which one best implements the goals and objectives of the Plan. Table 17 identifies the bike path's name, type of project and the points in the upper left hand corner of the cell multiplied by the weighted percentage given to each criterion. The results are the points in the lower left hand corner of the cell. The last cell identifies the total number of points

given out of 100 and the weighted score based upon a total of 25. The projects are ranked in priority based upon the score.

Table 17 Prioritization of Bike Paths							
Bike Path Name	Project Type*	Connectivity 30%	Safety 30%	Demand 20%	Community Support 20%	Points	Score
Thompson Creek	SU	20	10	20	25	75	
		6	3	4	5	18	
Hand Avenue	MU	15	15	20	25	75	
		4.5	4.5	4	5	18	
Forest Hills Connector	SU	15	25	25	0	65	
		4.5	7.5	5	0	17	
Tomoka State Park Phase 2	SU	20	25	15	0	60	
		6	7.5	3	0	16.5	
Sanchez	MU	20	20	15	0	55	
		6	6	3	0	15	
Kings Highway Heritage	MX	20	15	20	0	55	
		6	4.5	4	0	14.5	
US 1	SU	15	25	10	0	50	
		4.5	7.5	2	0	14	
Broadway	SU	15	15	15	0	45	
		4.5	4.5	3	0	12	
East Coast Greenway	PS	20	5	15	0	40	
		6	1.5	3	0	10.5	
*SU = Shared Use; MU = Multi-Use; MX = Mixed							

XIII. RECOMMENDED WAYFINDING SIGNAGE

It is recommended that as local bike routes are marked or constructed, that a consistent sign package and pavement marking be developed for application throughout the bicycling network. Signs should be posted on local roadways that are considered shared paths that lead to city multi-use paths or designated



LOCATION MAP Map 9 - Hand Avenue Multi-Use Path

RPG 073115



Exhibit 'D'

Signal 4 Crash Data



City of Ormond Beach
Engineering Division

22 South Beach Street
Ormond Beach, FL 32174
386.676.3300

Signal Four Crash Data January, 2020 – December, 2024

TOTAL CRASH DATA



Injury Summary					
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage ...
Crashes	28	1	1	6	20
Fatalities (within 30 Days)	1	1	0	0	0
Incapacitating Injuries	1	0	1	0	0
Non-Incapacitating Injuries	4	0	1	3	0
Possible Injuries	6	0	0	6	0
No Injuries	52	1	0	9	42
Non-Traffic Fatalities	0	0	0	0	0

Over the five year period from January, 2020 through December, 2024 twenty eight crashes occurred in this corridor including one bicycle related fatality.



City of Ormond Beach

AGENDA ITEM

March 4, 2025 - City Commission

Number: 7.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 (Second Reading)		
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	2/19/2025 2/19/2025 2/24/2025

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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CAPITAL IMPROVEMENTS ELEMENT GOALS OBJECTIVES AND POLICIES SCHEDULE OF IMPROVEMENTS MONITORING / EVALUATION

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>								
<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>

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

#	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
<u>Water and Sewer Improvements</u>								
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

**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

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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

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>

	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	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 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	(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

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

<u>Table C</u> <u>Utilities</u> <u>Capital Improvements Schedule</u> <u>Based upon adopted Capital Improvement Plan, September 4, 2024</u>								
<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>

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-kitschy-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

March 4, 2025 - City Commission

Number: 7.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2025-13
Strategic Goal:	Water Quality & the Environment - Other		
Department:	City Manager		
Subject:	Ending Fluoridation in Water Supply		
Summary:	This item is presented as an amendment to the Code of Ordinances (CoO) of the City of Ormond Beach, as directed by the City Commission at their January 21, 2025 regular City Commission meeting, with regard to ending the fluoridation of the production and delivery of its water supply to the public. Chapter 11 - Health, Sanitation, and Environmental Protection, Article I - In General, Section 11-1 - Fluoridation of the Water Supply shall be amended to remove this section from the CoO.		
Financial Impact:	None		
Citizen Impact:	The production and delivery of safe drinking water to the residents is the foremost priority of the City.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the amendment to Code of Ordinances to provide consistency with the direction of ending fluoridation of the water supply, provided by the Commission on January 21, 2025.		
Staff Contact:	Shawn Finley, Assistant City Manager, (386) 676-3292		
Attachments:	1. 25-13 Floridation repeal (P25-0011G) 2. Ordinance Business Impact Est - Ending Flouridation in Water Supply		
Approval:	Kelly McGuire, Finance Director 2/13/2025 Claire Whitley/Shawn Finley, Assistant City Manager 2/14/2025 Joyce Shanahan, City Manager 2/24/2025		

ORDINANCE NO. 2025-13

AN ORDINANCE AMENDING SECTION 11-1, FLUORIDATION OF WATER SUPPLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION, OF THE CODE OF ORDINANCES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Section 11-1, Fluoridation of water supply, of Article I, In General, of Chapter 11, Health Sanitation, and Environmental Protection, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby repealed in its entirety, said section being reserved for future use.

Sec. 11-1. ~~Fluoridation of water supply~~ Reserved.

- ~~(a) In accordance with the requirements and regulations of the state, there shall be introduced into the water to be distributed to consumers through the municipal water plant approximately one part of fluorine to every million parts of water so distributed.~~
- ~~(b) The utilities division of the city is hereby directed to provide the means and to proceed with the introduction of fluorine into the water supply in accordance with the provisions of this section and as directed by and in accordance with the regulations of the state pertaining to the fluoridation of public water supplies.~~

SECTION TWO. The City Commission hereby ratifies and affirms all actions taken in furtherance hereof, including the direction provided to city staff at the regular meeting of the city commission held on January 21, 2025 to cease adding fluoride to the city's water supply.

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

PASSED UPON at the first reading of the City Commission, this 4th day of March, 2025.

PASSED UPON at the second and final reading of the City Commission, this 1st day of April, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

Ordinance 2025-13

AN ORDINANCE AMENDING SECTION 11-1, FLUORIDATION OF WATER SUPPLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 11, HEALTH SANITATION, AND ENVIRONMENTAL PROTECTION, OF THE CODE OF ORDINANCES; PROVIDING TERMS AND CONDITIONS; 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 item is presented as an amendment to the Code of Ordinances of the City of Ormond Beach, as directed by the City Commission at their January 21, 2025 regular City Commission meeting, with regard to ending the fluoridation of the production and delivery of its water supply to the public.

Chapter 11 - Health, Sanitation, and Environmental Protection, Article I - In General, Section 11-1 - Fluoridation of the Water Supply shall be amended to remove this section from the Code of Ordinances.

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;

There are no direct compliance costs that will be incurred by businesses as a result of this ordinance and the resulting change to the City's Code of Ordinances.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

This ordinance does not propose any new fees on businesses.

- 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.

No regulatory costs are anticipated; as such revenue to offset those regulatory costs will be required to cover those costs directly or indirectly from businesses.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

No businesses or their operation will be impacted as a result of this ordinance.

4. Any additional information the City determines may be useful. There is no additional information necessary as there is no anticipated impact to businesses as a result of this ordinance.

(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.)